United States Court of Appeals

for the Second Circuit

APPENDIX

No. 76-4050

United States Court of Appeals

FOR TH SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

AMERICAN MAP COMPANY, INC.,

Respondent.

B
P/S

ON APPLICATION FOR ENFORCEMENT OF AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD

APPENDIX

ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570

ABS DUPLICATORS, INC.—1732 Eye Street, N.W.—Washington, D.C.—298-5537

PAGINATION AS IN ORIGINAL COPY

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APPENDIX

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, D. C.

AMERICAN MAP COMPANY, INC.

and Case No. 2-CA-13319

LOCAL 923, RETAIL, WHOLESALE
and DEPARTMENT STORE UNION,
AFL-CIO

* * * * *

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES
In the Matter of: American Map Company, Inc.
Case No.: 2-CA-13319

5.16.74	Charge filed
5.24.74	First Amended Charge filed
6.19.74	Second Amended Charge, filed
8.20.74	Complaint and Notice of Hearing, dated
9. 3.74	Order extending time to Answer, dated
9. 9.74	Respondent's Answer, dated
10. 1.74	Order rescheduling hearing, dated
10.30.74	Hearing opened
11.21.74	Hearing closed
1.27.75	Administrative Law Judge's Order to show cause why the record should not be corrected, dated
2.25.75	Administrative Law Judge's Decision issued

4.21.75 Respondent's exceptions to the Decision of the Administrative Law Judge, received

8.18.75 Board's Decision and Order, dated

[February 25, 1975]

* * * * *

DECISION

Statement of the Case

JOHN F. CORBLEY, Administrative Law Judge: A hearing was held in this case at New York, New York, on October 30 and 31 and November 1, 20 and 21, 1974, pursuant to: a charge filed by Local 923, Retail, Wholesale and Department Store Union, AFL-CIO (hereinafter referred to as the Charging Party or the Union) on May 16, 1974, and served by registered mail upon Respondent on or about May 17, 1974; a first amended charge filed by the Union on Mary 24, 1974, and served by registered mail upon Respondent on or about May 28, 1974; a second amended charge filed by the Union on June 19, 1974, and served by registered mail upon Respondent on or about the same date and a complaint and notice of hearing issued by the Acting Regional Director for the Second Region of the National Labor Relations Board on August 20, 1974, which was thereafter also duly served upon Respondent.

The complaint alleges that a unit of Respondent's mounting, drafting, shipping and receiving employees is appropriate for the purposes of collective bargaining within the meaning of the Act and that a majority of the employees in that unit designated and selected the Union on or about May 7, 1974, as

the exclusive representative of said employees for the purposes of collective bargaining. The complaint also alleges that Respondent violated Sections 8(a)(1) and (3) of the Act, variously, by: keeping the activities of its employees under surveillance; warning its employees against joining or assisting the Union and threatening them with discharge or other reprisals, if they did so; laying off and refusing to reinstate employee Michael Scibelli because he joined the Union and engaged in concerted activities; by refusing to reinstate certain employees, claimed to be unfair labor practice strike and in other concerted activities; and, finally, that Respondent engaged in all the foregoing activities in order to destroy the Union's claimed majority in the aforedescribed appropriate collective bargaining unit thereby precluding the holding of a fair election in such unit and requiring instead the entry of an order to bargain with the Union. In its answer to the complaint, the Respondent denies the commission of any unfair labor practices

For reasons which appear hereinafter, I find and conclude that Respondent has violated, and is violating, Section 8(a)(3) and (1) of the Act, in most of the particulars alleged in the complaint, that the unit described in the complaint is appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act, that the Union enjoyed majority status in that unit and that the entry of a bargaining order is appropriate.

At the hearing all parties were represented by counsel. Each party was given full opportunity to examine and cross-examine witnesses, to introduce evidence and to file briefs. All parties presented oral argument at the conclusion of the hearing. A brief has subsequently been received by the Respondent and a letter memorandum from the General Counsel, both of which have been considered.

Upon the entire record[1] in this case including the brief and letter and my observation of the witnesses, I make the following:

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[1] On January 27, 1975, I issued on Order upon all the parties to show cause on or before February 6, 1975, why the record should not be corrected in the particulars set forth below. No party having responded to the Order, the record is hereby corrected as follows:

Page	Line	
17	15	"25" is deleted and 2(5) substituted.
18	10	"25" is deleted and 2(5) substituted.
19	18	"is" is deleted and "was" substituted.
65	19	"14" is deleted and "24" substituted.
66	18	"expect" is deleted and "received" substituted.
140	10	"get" is deleted and "let" substituted.
184	15	"record" is deleted and "words" substituted.
345	10	"record" is deleted and "ruling" substituted.
478	25	"spring" is deleted and "strike" substituted.
504	23	"presented" is deleted and "granted" substituted.
606	16	"awareness" is deleted and "arrangements" substituted.
789	17	"31st" is deleted and "first" substituted.
872	20	"market" is deleted and "majority" substituted.
891	11	"Surrebutter" is deleted and "Direct Examination" substituted.
898	20	"Rebuttal" is deleted and "Cross-examination" substituted.
913	3	"Surrebutter" is deleted and "Redirect Examination" substituted.

(Continued)

Findings of Fact

I. The Business of Respondent

Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

At all times material herein, Respondent has maintained an office and place of business, sometimes

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[1] (continued)

Page	Line	
914	9	"Rebuttal" is deleted and "Direct Examination" substituted.
919	7	"Rebuttal" is deleted and "Further Direct Examination" substituted.
920	13	"Surrebutter" is deleted and "Cross examination" substituted.
939	14 & 15	"Andrews" is deleted and "Ambrose" substituted.

In this same Order I directed the parties to show cause why I should not conclude that there has been an error in the pagination of the transcript and that no pages have been omitted between transcript page number 649 and transcript page 750. There likewise being no response to this aspect of the Order, I so conclude.

Finally, with the pace of the trial some of my rulings on objections were either not expressed or were not recorded, although the sense of the transcript would suggest what they were and that the parties understood them. However, to insure the adequacy of the record and the proper understanding of any reviewing authority, I hereby overrule the objections appearing at: line 14, page 284; line 3, p. 337; line 25, p. 593 and line 1, p. 594; and line 19, p. 889. I sustain the objection appearing at line 12, p. 840. I also note that the statement at line 15, on p. 624, which the record indicates was made by the witness was instead made by me.

Finally, I reverse my ruling appearing at lines 7 through 10 on page p. 948 to the extent that it indicates that General Counsel's Exhibit No. 12 was received into evidence. That exhibit was not offered, as the transcript correctly shows at l. 19, p. 33.

referred to herein as its plant, at 1926 Broadway in the City and State of New York. At said plant Respondent is, and has been at all times material herein, engaged in the manufacture, sale and distribution of maps.

During the year preceding the issuance of the complaint, which year is representative of its annual operations generally, Respondent in the course and conduct of its business operations, manufactured, sold and distributed from its plant maps valued in excess of $50,000, of which maps valued in excess of $50,000 were shipped from said plant in interstate commerce directly to customers located in States of the United States other than the State of New York.

The complaint alleges, the answer admits, and I find that Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Labor Organization Involved

The parties stipulated, and I find, that Local 923, Retail Wholesale and Department Store Union, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

III. Background and Sequence of Events

A. Respondent's Relevant Hierarchy

The complaint alleges, the answer admits and I find that LeRoy Brown, Joseph Scali and Robert Weeks are supervisors within the meaning of Section 2(11) of the Act. Inasmuch as Brown was the foreman in charge of Respondent's mounting department, Scali was

in charge of Respondent's office department and Weeks was Respondent's vice president at all times material herein and inasmuch as there is no indication that their duties or authority changed between such times and the issuance of the complaint, I conclude that they were also supervisors within the meaning of Section 2(11) of the Act at all times material herein.

Lewis M. Andrews, Jr., is the president of Respondent. He is also admitted to be a supervisor within the meaning of Section 2(11) of the Act and I so find. In view of the foregoing and because the record shows that Andrews in May 1974 exercised the authority to hire employees and to impose an order through his supervisors that no Union business would be discussed during working hours, I further conclude that Andrews was, at all times material hereto, a supervisor within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

B. The appropriate collective bargaining unit

As will appear, the bargaining unit was determined in a representation proceeding which was initiated after the Union's organizational drive among Respondent's employees was underway. While some of the events in this drive occurred prior to the advent of the representation proceeding and virtually all of the events in question here occurred before the Regional Director's Decision issued in that proceeding, it is useful to make certain observations and findings in respect to that proceeding at

the outset of my decision herein because of the relationship of the two cases.

On May 8, 1974, the Charging Party filed with the Second Region of the Board a petition in Case No. 2-RC-16513 for an election in a unit described as:

> All shipping employees, receiving, packers, map mounting employees plant clericals employed at the Employer's factory located at 1926 Broadway, N.Y.C., excluding all office clericals, secretaries, cartographurs (sic) guards, watchmen and supervisors as defined in the Act.[2]

It may be noted that this requested unit does not include employees in Respondent's drafting department.

The scope and composition of the requested unit was disputed and a hearing was held on May 29 and June 3, 1974 before a hearing officer of the Second Region. Thereafter, the Regional Director issued his Decision and Direction of Election in that proceeding on June 28, 1974, followed by an "Erratum" on July 2, 1974. The Regional Director found the following unit

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[2]This petition apparently supplanted an earlier petition in Case No. 2-RC-15606 filed on May 2, 1974, for a somewhat smaller unit by Local 585, Retail, Wholesale, Department Store Union, AFL-CIO, which, as will appear, was replaced by the Charging Party after a merger action took place.

to be appropriate for the purposes of collecting bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time employees in the mounting, drafting and shipping and receiving departments employed by the Employer at its New York City location, excluding office clerical employees, sales employees, guards, watchmen and supervisors as defined in the Act.

Thereafter, on or about July 10, 1974, the Respondent filed with the Board in Washington, D.C., a Request for Review of the Regional Director's Decision and Direction of Election in Case No. 2-RC-1613, arguing essentially that the appropriate unit should also include office employees.

On or about July 26, 1974, Robert Volger, Deputy Executive Secretary for the Board issued, by direction of the Bo , a telegraphic order denying the Respondent's request for Review on the grounds that it raised no substantial issues warranting review.

On September 4, 1974, the Regional Director issued an Order Vacating Direction of Election and Cancelling Election and Approving Withdrawal of Petition pointing out that the complaint herein had issued on August 20, 1974 and that said complaint sought the entry of a remedial order requiring Respondent to recognize and bargain with the Union. The Regional Director further concluded that this requested order, if granted, would preclude the

existence of any question concerning representation (which would have been posed by the election petition).

The Board has a policy, binding upon me,[3] that it will not normally permit relitigation in an unfair labor practice proceeding of its unit determination made in a prior representation proceeding involving the same unit and parties.[4] This policy is predictably not ironclad. It admits of certain obvious exceptions whereby parties are provided with opportunity to present evidence which is newly discovered or previously unavailable. No effort was made in this proceeding, however, to relitigate the Regional Director's unit determination, which, in any event, by force of the Board's denial of the Respondent's Request for Review has now been affirmed by the Board.[5]

I, accordingly, likewise affirm that the above-described unit, found appropriate by the Regional Director, is an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

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[3] The Prudential Insurance Company of America, 119 NLRB 768, 773.

[4] E.g., Preform Company, Inc., 215 NLRB No. 9. See Pittsburg Plate Glass Co. v. N.L.R.B., 313 U.S. 146, 162; Section 102.67(f) of the Board's Rules and Regulations, Series 8, as amended.

[5] Sec. 102.67(f) of the Board's Rules and Regulations, Series 8, as amended.

On May 3, 1974, the employees included in said unit were as follows:

Shipping and Receiving Department

Nicholas Ambrose
Carlos Bergin
Ronald Coleman
Vance Davis
Michael Scibelli
Clyde Warren

Drafting Department

Louis Ercole
Thomas Strico
Sara Nehoshtan
Nancy Richardson
Arja Simola

Mounting Department

Toney Joseph
Roberto Martinez
Radmaes Martinez
Tommy Smith
Jose Vargas
Jose Vargas

Shipping Clerical

Floyd Wesley

As of May 3, 1974, the shipping and receiving department foreman was Michael Glevina. He was excluded from the unit by the Regional Director as a supervisor. The foreman of the drafting department is Frank Lombardo who, the parties agreed in the representation proceeding, is also excluded from the unit as a supervisor. The foreman of the mounting department is LeRoy Brown, admitted herein to be a supervisor. Consistent with the foregoing, I also exclude Glevina, Lombardo and Brown from the appropriate unit (as of May 3, 1974 and subsequently) as supervisors within the meaning of the Act.

The unit complement was the same as above on May 27, 1974 -- i.e., one day before the beginning of the strike and 2 days before the commencement of

the hearing in Case No. 2-RC-16513 -- with the exception of Scibelli whose separation from employment on May 17, 1974, is alleged to be a Section 8(a)(3) violation. Supervisor Glevina was discharged on May 23, 1974.

C. The Union's Organizational Campaign

Michael Scibelli, who was to become a leader of the movement to organize the Union at Respondent's plant, began his most recent period of employment with Respondent in January 1974,[6] and was employed in the shipping and receiving department.[7]

Beginning in April 1974, Scibelli and other employees began to discuss the possibility of joining a union. Following these discussions Scibelli contacted "the AFL-CIO" on April 24, and was referred to Local 585, Retail, Wholesale and Department Store Union, AFL-CIO, hereinafter referred to as Local 585. On April 26, Scibelli spoke to Grund, then an organizer for that local at the local's office. After having a discussion with Scibelli about the possibilities of organizing Respondent's plant, Grund agreed to meet with Scibelli and other employees at a later date.

On May 1, Scibelli, his foreman Mike Glevina, Vance Davis and Tommy Smith met with Grund and Ms. Dolan, a union officer, in a coffee shop apparently in the same building as that in which

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[6] All of the events described hereinafter occurred in 1974, unless otherwise noted.

[7] Scibelli had also been employed by Respondent on two prior occasions.

Respondent's place of business is located. The matter of organizing Respondent's plant was again discussed and the Respondent employees present decided to proselytize their other co-workers.

On May 1 and 2 Scibelli gave out Local 585 authorization cards to employees Ronald Coleman and Carlos Bergin.

These union activities came to the attention of Respondent's officials at about this time or earlier. As the result, on May 3, LeRoy Brown, the mounting department foreman addressed a gathering of the employees of his department including Roberto Martinez, Radmaes Martinez, Toney Joseph and Tommy Smith. Brown told those present that they should not get involved with a union because a union had tried to organize Respondent's employees previously and all the employees who were involved with the union on that occasion had been fired.

Brown went on to explain that he had not worked with the Union hence had managed to continue his employment with Respondent. Brown then asked if any of the employees present were getting involved with the Union. None admitted that they were.

There had, in fact, been an earlier attempt to organize Respondent's employees into a union. Thus, a Board conducted election had been held in a unit of Respondent's employees including "mounting and shipping and receiving clerks" in case number 2-RC-12007 on May 10, 1962. The petitioning labor organization in that case was Office Employees International Union, Local 153, AFL-CIO. On May 18,

1962, the Regional Director for the Second Regional of the National Labor Relations Board certified that a majority of the ballots cast in that election had not been cast in favor of any labor organization appearing on the ballot.[8]

Also at about this same time, that is, in late April or about May 1, employee Nicholas Ambrose spoke to comptroller Scali and inquired what was going on in the shop. Scali responded that the employees were

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[8]The foregoing findings as to the incident of May 3, 1974, are based on the credible testimony of Scibelli in this regard, as essentially corroborated by the testimony of Tommy Smith. In his testimony Brown admitted that Tommy Smith had informed Brown of the employees' interest in bringing a union into the shop and Brown further admitted that he was aware of the earlier Board election and that he informed the mounting department employees, on the day in question, of his opposition to unions. While giving a somewhat different version of what he said on this occasion and denying that he mentioned the prior election Brown did not deny making the remarks set forth above, attributed to him by Scibelli.

While Roberto Martinez testified that he also vaguely recalled this incident and stated that Brown did not mention "about people losing their job if they joined a union" he did not deny that Brown made the remarks as found above. To the extent, that this may be considered a denial, however, I discredit it. Martinez was not a very convincing witness. His testimony on direct examination was contrary to his prehearing affidavit and his testimony on redirect that he did not remember a similar remark by Brown at a later meeting, to be discussed, contradicts his denial on direct that Brown made such a remark.

Scibelli appeared to be sincere in his manner while testifying. While Tommy Smith was somewhat less so, he testified with self-confidence and, I believe, in a generally straightforward manner.

trying to form a union. Scali added that Ambrose should not get involved with the Union because Ambrose could lose his job as the result of such involvement.[9]

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[9]The foregoing findings are made primarily on the basis of the credible testimony of Ambrose in this regard as supplemented, in part, by the testimony of Scali. Scali admitted his participation in the conversation and also admitted that he told Ambrose not to get involved with the Union. I do not credit Scali's further testimony that he told Ambrose not to get involved until he knew what the Union was all about.

A considerable issue arose at the hearing in respect to the credibility of Ambrose. Ambrose, who was described by his current supervisor, Quildon, as being a little retarded, I found to be a soft-spoken, retiring and very sensitive person, who had some difficulty remembering dates which did not coincide with significant events in the case and in recalling the identities of other persons present at certain incidents in which he was involved. However, his recollection of other dates which did coincide with events was accurate. Further, he was vigorously cross-examined for more than 2 hours and a half and stuck essentially with the details he recalled on direct examination in respect to this and other incidents although occasionally adding other details which were consistent with his testimony on direct. In this cross-examination a number of matters were brought out in respect to Ambrose's personal life including his hobbies and membership in fan clubs. An offer of proof was also made, and rejected, that he reads obituary columns and goes to funerals. I find nothing in these hobbies nor indeed in Ambrose's claimed interest in funerals, assuming he has such an interest, that would render him incapable of testifying in respect to this or other incidents which will appear. Further this incident and the others about which Ambrose testified concern fairly simple and brief conversations for which a profound comprehension is unnecessary.

Ambrose's comprehension, in my judgment, was more than adequate to understand them and to relate them. I reach this conclusion not only based upon his performance on the stand before and during intensive cross-examination but also on the basis of his work history. In the latter regard, while there was some testimony by Respondent's witnesses that Ambrose works

(Continued)

A short time after the foregoing incident involving Scali Respondent's Vice President Weeks spoke to Ambrose and told Ambrose not to get involved with

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[9] (Continued) slowly and has not done well at extra tasks (such as inventory), the fact remains that he has been employed by Respondent for more than 10 years and that his principal function requires a certain measure of responsibility. This function which Ambrose has been carrying on for about 6 years, includes the write-up and stamping of packages to be delivered to Respondent's customers by the U.S. Post Office and private carriers, such as United Parcel Service (Ambrose also makes trips to the Post Office with packages each day). Proper completion of these delivery records obviously requires accuracy. Yet, significantly, of all the efforts made to show that he has made any errors in his principal function, just described. Hence, in the absence of such an effort and in view of his long service in this function, I conclude that his performance of it is satisfactory and that he is capable of making such write-ups and otherwise completing such assignments with accuracy. Finally, as the General Counsel correctly pointed out at the conclusion of the hearing, Ambrose was reluctant to participate in the strike which occurred in late May 1974 and to give testimony at the hearing because of his long association with Respondent and its owners. That he should appear at the hearing and testify against his employer in such circumstances indicates that his testimony is also entitled to belief for this reason.

Scali was a very intelligent witness, but on a number of occasions his answers included speculation and the drawing of inferences, a practice which he was asked to discontinue but nontheless repeated. This in my judgment detracts from his credibility if only for the reason that his answers became couched in terms of what he believed should have happened rather than his recollection of what did happen. I have not, therefore, credited his somewhat different version of his conversation with Ambrose on this occasion and I have not credited him in other instances, as will appear.

I fix the date of the foregoing incident at a time before Ambrose would have signed an authorization card (that is, before he would have direct knowledge that a union campaign was on). This date would be on May 1 or earlier, inasmuch as the

certain employees who were starting a union or Ambrose would possibly lose his job.[10] Ambrose understood that the employees to which Weeks made reference included Scibelli and Tommy Smith who, Ambrose believed (correctly), were active union advocates.[11]

On May 6, Barbara LaFarr, a clerical employee, spoke to Scibelli in the shipping department and suggested that Scibelli stay away from the "troublemakers" who were involved with the "union." When Scibelli asked LaFarr who the troublemakers were, LaFarr mentioned Vance Davis. Scibelli then told LaFarr that she should not blame Davis and others

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[9](Continued) first authorization cards were passed out it occurred 2 weeks before May 1, as Ambrose vaguely recalled, because the Union campaign at Respondent's plant was not really in progress at that time.

[10]These findings are also based on the credible testimony of Ambrose in this regard. I do not credit Weeks' denial that he made these remarks to Ambrose on this occasion. I found Weeks to be a somewhat glib witness and I was not impressed that he testified sincerely. Thus, while Weeks admitted to a conversation with Ambrose in August 1974 wherein Weeks told Ambrose that he, Weeks, is personally opposed to unions and Weeks further admitted at the hearing that he is still opposed to union, he nonetheless claimed that he, a corporate vice president, did not know that he was called to testify in this proceeding because a labor union had brought charges against his employer.

[11]There was also testimony by Ambrose, denied by Weeks, that Weeks on another occasion offered Ambrose $10 not to join a Union. Ambrose also testified that he, Ambrose, wrote a letter memorializing this conversation and gave the letter to Scibelli. However, Ambrose testified that Weeks was joking on this occasion and that he, Ambrose, understood the offer to be a joke. I, accordingly, find it unnecessary to resolve this credibility question and make no unfair labor practice findings in respect to this alleged incident.

because he, Scibelli, was the one who originally contacted the Union. LaFarr told Scibelli that she, LaFarr, was going to tell Scali about this. Scibelli told LaFarr that she could tell anyone she pleased.[12]

Later that same day LaFarr told Scali that Scibelli told her that he, Scibelli, had contacted the Union. Scali expressed surprise at this.[13]

Also, on or about May 6, action was taken to merge Local 585 with the Charging Party.

On May 7, a meeting was held at the Charging Party's office. Present for the Union were Dolan, Grund and another organizer, Waites. The employees of Respondent in attendance were Scibelli, Tommy Smith, Roberto Martinez, Radmaes Martinez, Vance Davis, Carlos Bergin, Ronald Coleman, Nicholas Ambrose, Clyde Warren and Jose Vargas. Also present was shipping foreman Glevina, who was later found to be a supervisor in the Regional Director's Decision in the representation case proceeding.

Either Grund or Dolan explained to the employees that the two unions (Local 585 and the Charging Party) had merged and that it was necessary that each employee sign another authorization card. There

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[12]These findings are based on a composite of the testimony of Scibelli and LaFarr in this regard.

[13]These findings are based on the credible testimony of LaFarr in this regard. Scali admitted learning of Scibelli's interest in the Union early in May 1974 and that he obtained this information from LaFarr. He did not deny that LaFarr told him that Scibelli had contacted the Union.

ensued some conversation about the significance of the card, about which more will be said in my "Concluding Findings." Employees also asked questions. During this conversation Glevina stated that he was in favor of the Union. Thereafter, Waites, the Union representative, passed out blank authorization cards (for the Charging Party) to the employees who completed and signed them and returned them to Waites. All the employees mentioned above, including Glevina, signed authorization cards for the Charging Party at this meeting.

On May 9, a certain letter dealing with the Union was passed out by Respondent to its employees at the plant. Scibelli was asked to return this letter to Ms. Krieger, a clerical employee, as a sign of support of Respondent. Scibelli returned the letter to Krieger along with a union leaflet that he, Scibelli, was distributing. Scibelli also gave a union leaflet to Scali on this occasion and told Scali that since Scali now had a copy of the union leaflet Scali didn't need to ask the "girls" (apparently the clerical employees) for one. Scali replied that he had never taken such a leaflet from the girls, but that they had given it to him.

On May 9, 1974, the Union sent Respondent a mailgram advising Respondent that the Union represented a majority of Respondent's employees and requesting that a meeting be arranged to negotiate a contract. Respondent did not, however, recognize the Union at that time, nor has it done so since.

On or about May 15, foreman LeRoy Brown left work with employee Stephanie Sims[14] and they accompanied each other down the street to a nearby subway entrance. Sims had heard some discussion concerning the Union and asked Brown what the Union was about and what good would it do. Brown responded that the Union was supposed to bring in better benefits but he felt the existing benefits were good enough. Brown went on to say that people had been trying for a number of years to establish a union at Respondent's plant but that those who tried to do so got fired. When sims asked if this could be done, Brown told her it was done all the time. Brown also said that three people were going to be fired on the ensuing Friday (May 17) and that the guy who was starting the Union, Mike Scibelli, would be one of them.[15]

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[14]Sims' married name is now Green.

[15]These findings are based on the credible and full testimony of Green (nee' Sims) in this regard. Green testified with a certain quiet self-confidence and created a favorable impression on the stand.

Green's most recent employment with Respondent was on a temportary basis from March to May 1974. During this period Green was approached by Scibelli about joining the Union but she declined to do so stating that she was a part-time employee and the Union did not concern her. She did not engage in any union activities.

Green's credibility was attacked essentially on three bases: one, that she did not testify to an earlier period of employment with Respondent during the fall of 1973; secondly, that she was not present on May 10 when she testified she had a conversation with LaFarr about her (Green's) impending layoff and, finally, in respect to Green's March reemployment, she denied being interviewed by Scali at that time.

(Continued)

On May 16, Brown addressed a meeting of the mounting department employees. Brown told the employees that they should not discuss union activities at work. He also reminded them that people who

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[15](continued) I reject each of these items as a basis to discredit Green's credibility. She was not specifically asked about any prior employment with Respondent. As to her discussion with LaFarr about her impending layoff, Sims did not clock in to work on that Friday, May 10, hence I conclude she was not present that day. However, she had some difficulty recalling precise dates of certain events (e.g., placing the incident involving Brown "in the middle of the week" when she was laid off (i.e., the week ending on Friday, May 17). In view of the lapse of time between the events in question here and her testimony (5 1/2 months) I do not deem this unusual and conclude that the instant discussion with LaFarr (which was not denied by LaFarr) occurred on or about May 9, 1974. As to Green's denial that she spoke with Scali when she went to work in the spring of 1974, I again do not find it unusual that she could not recall this, assuming Scali's testimony that she spoke to her at such time is accurate. The conversation, if any, was not a lengthy one. Thus, Scali testified he told her that her assignment was temporary and asked her if she knew what to do, to which last she responded in the affirmative. LaFarr did not deny Green's other testimony (in reference to Green's rehire) that LaFarr spoke to her, Green, when Green came to work in March and that LaFarr had Green fill out tax forms at that time. Scali also confirmed Green's testimony that Green had been recommended for work with Respondent by Green's friend, Diane Bryant.

I do not credit Brown's denial of this conversation. I did not find Brown convincing or sincere in this manner. Further, he admitted knowing which subway Green and other employees would take home, although in his direct examination he denied that he walked with anyone to the subway (giving as a reason the fact that he drove to work). When it developed on cross-examination that he must go through this subway entrance to get to where his car is parked, he claimed that this subway was a different one than that which employees used. Finally, Brown's theme that employees who start unions are fired by Respondent

(Continued)

had tried to organize a union before had been fired. Tommy Smith took umbrage at Brown's remarks and told Brown that no one had the right to tell him, Smith, what he, Smith, could talk about at any time whether Smith was at work or any other place. Brown again reminded Smith about employees previously losing her jobs but Smith remained adamant.[16]

Late in the afternoon on May 17, Scali told foreman Glevina in Scali's office that business was slow and that someone would have to be let go. Glevina was opposed to this and pointed out to Scali that they (obviously the shipping department) were "doing Miller Freeman" (apparently a group of orders) and had a busy year coming up. Glevina, Scali admitted, also mentioned to Scali then or sometime that day that the Business Control Atlases (BCA's), about which more will be said hereinafter, were coming in. But Scali insisted that someone had to go and Scali

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15 (continued) was already mentioned by Brown to the mounting department employees, as I have found, and would be mentioned to them again by him, as will appear.

16 The foregoing findings are made on the basis of the credible testimony of Smith in this regard and are corroborated in part by Brown. I do not credit Brown's denial that he mentioned that employees who had previously attempted to organize a union were discharged. Nor do I credit Roberto Martinez' attempt to corroborate Brown's denial. Martinez' testimony in this regard is directly contradicted by his pretrial affidavit. Toney Joseph, a Respondent witness, also testified in respect to this incident and, although Joseph did not recall any mention by Brown of a prior Board election, he, Joseph, did not contradict Smith's version of the incident.

asked who was "the last one on the list." Glevina responded "Scibelli." Glevina then went and told Scibelli that Scibelli was being laid off.

Scibelli then asked Glevina whether he, Scibelli, was being laid off or fired. Glevina could not answer the question so he went back to Scali to ask Scali about it. But Scali would not give Glevina an answer. Scibelli then went to see Scali and asked Scali the same question. Scali at first avoided the answer, but, on being pressed by Scibelli, told Scibelli that Scibelli was being temporarily laid off.[17] Scibelli's services were ended that day and he has not been rehired.

On May 23, after 4:00 in the afternoon, Glevina was summoned to Andrews' office and Andrews told Glevina that Andrews "had enough" of Glevina. When Glevina asked Andrews to explain, Andrews stated that Glevina was slowing down the work and "trying to join the Union." Glevina did not deny his interest in the Union but said that work was slowed down because Vance Davis had been off sick a couple of days and Scibelli had been laid off. With this, Glevina left Andrews' office and went to Scali's office. Glevina there reported to Scali that Glevina was discharged and Scali gave Glevina his paycheck. While Glevina was away from his work station and was talking to

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[17]The foregoing findings in this paragraph are based on the credible and undisputed testimony of Scibelli in this regard.

Andrews, Floyd Wesley deposited a stack of orders in the shipping department bin to be completed by the department.

After the other employees had gotten off work that day Glevina recounted to them the circumstances of his discharge.

On May 24 a meeting of the employees was held at the Union's office. Representing the Union were Grund, Waites and Skler, the president of the Union. Scibelli, Glevina, Vance Davis, Nick Ambrose, Tommy Smith, Roberto Martinez, Ronald Coleman and Toney Joseph were also present. At this meeting the employees discussed the discharge of Scibelli and Glevina. Glevina repeated to those present that Andrews had told Glevina that Glevina had been discharged for union activities. The employees then expressed the opinion that Respondent had apparently been discharging the employees responsible for the Union and that such conduct might continue. The remarks of Brown that this had happened before were also mentioned by the employees in this discussion. Grund advised the employees that he didn't want to tell them what to do about the problem but that they should do what was best.

The sentiment of the employees was that they should go on strike. Skler thereupon informed them what the Union would try to do for them and that the Union would try to get them better benefits. A vote

was taken and the employees present voted unanimously to go on strike.[18]

The strike began on May 28, a Tuesday,[19] and was accompanied by picketing which continued for 4 days, May 28 through May 31. The pickets included Tommy Smith, Jose Vargas, Nicholas Ambrose, Michael Glevina, Michael Scibelli, Vance Davis, Roberto Martinez, Radmaes Martinez, Clyde Warren, Ronald Coleman, Carlos Bergin and Toney Joseph. They patrolled at the front entrance and the delivery entrance of Respondent's place of business and carried signs, sandwich fashion, which bore the following inscription:

PLEASE DO NOT
PATRONIZE
AMERICAN MAP CO. INC.
1926 B'WAY
NON UNION
REFUSES TO BARGAIN
RWDSU
130 W. 42 St. CH 4-0847

On May 30, a payday which occurred during the week in which the strike was going on, the striking employees desired to obtain their paychecks. Grund, who was with the strikers that day, went upstairs to the floor on which the Respondent has its offices and

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[18] These findings are based on a composite of the testimony of Scibelli, Smith and Waites in this regard.

[19] Monday, May 28, was observed as the Memorial Day holiday.

spoke to Andrews. Andrews instructed Scali to get the checks. While Scali was gone Grund told Andrews that if Andrews would agree to sign a contract with him Grund could give Andrews a "very, very sweet deal." Grund stated that this would not cost the company any more than it was now paying and that the company would be off the hook for 3 years.[20] Andrews did not accept this offer.

On or about May 31 Clyde Warren and Nicholas Ambrose, both of whom had been on strike, asked Scali about obtaining their jobs back. Warren was promptly reinstated. When Ambrose spoke to Scali after Warren had been reinstated, Scali declined to reinstate Ambrose. Scali told Ambrose that his old job had been filled. Scali also asked Ambrose what jobs he could do in the shipping department to which Ambrose responded that he could write up United Postal deliveries and make trips to the Post Office.

Shortly thereafter, but on the same day, Ambrose also spoke to Andrews about returning to work. It does not appear that Ambrose attached any conditions to this request. Andrews told Ambrose he was sorry that he could not give Ambrose his job back because

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[20] These findings are based on the uncontradicted testimony of Andrews in this regard. Grund did not testify, being unavailable because of a recent heart attack. While evidence was adduced that Grund was not authorized by the Union to negotiate contracts this would not alter the possibility that he could obtain ratification of his offer to Andrews by a Union officer with such authority.

it was being performed by someone else.[21] Andrews also stated that it would help for Ambrose not to picket anymore if Ambrose wanted his job back. Andrews added that he, Andrews, was not going to give in to the Union and would not let it win and Andrews pointed out to Ambrose that the work was still going on even though the employees were on strike.

On May 31 the striking employees met and decided to call off the strike.

On June 4 they went up to Andrews' office and, through their spokesman Tommy Smith, asked for their jobs back without appending any conditions to such request. Andrews told them that their jobs were filled but that they would be called.[22]

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[21]At the time the work of Ambrose was being performed by strike replacements Quildon and Reiche along with other shipping department work which they were handling.

[22]The findings as to the Ambrose-Andrews interview are based on the credible testimony of Ambrose in this regard. I do not credit Andrews' denial that he, Andrews, suggested that Ambrose's chances of reinstatement would improve if Ambrose ceased picketing. Andrews did not deny making comments about his intentions with regard to the Union nor the fact the work was continuing despite the strike.

The credibility of Ambrose has previously been discussed at length in this decision. I was not as favorably impressed with Andrews, who I found to be a somewhat uncooperative witness. I note particularly that, on cross-examination, Andrews after first indicating he had little, if any, knowledge of the identity or numbers of strike replacements, actually had considerable information on this subject.

With this the employees left the premises. The group who sought their jobs back included all of the strikers (except for Warren, who had already been reinstated).[23]

Most of the striking employees have subsequently been reinstated. Their department and dates of reinstatement appear below:

Mounting Department		Shipping Department	
Toney Joseph	June 18	Clyde Warren	May 31
Radmaes Martinez	August 27	Nicholas Ambrose	August 22
Roberto Martinez	October 28	Ronald Coleman	July 22
		Carlos Bergin	July 22

Employees Scibelli, Smith, Vargas and Davis have not been reinstated nor has supervisor Glevina.

Concluding Findings

A. The allegations in respect to LaFarr; her status.

The complaint alleges that Barbara LaFarr is Respondent's agent and a supervisor within the meaning of the Act. I find, on this record, that she is neither.

LaFarr is a clerical employee who works under the direction of Scali. She does typist's work and also handles pricing assignments. She does not have a separate office and she is paid time and a half for

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[23]These findings as to the end of the strike are based on a composite of the testimony of Smith and Scibelli in this regard but primarily upon that of Smith.

overtime. While there is some testimony that she had instructed employees as to their duties and informed at least one employee, Green (Sims), of the latter's layoff, I conclude on the basis of the record, as a whole, that LaFarr carries out such functions as a conduit of Scali's admitted supervisory authority. Any other instructions she was shown to have given employees appear to be no more than those of leadman (or, more properly, leadperson) or those of the most senior employee in the department (which she was) to those junior to her.

While there is testimony by Green (Sims) that LaFarr told Green that she (LaFarr) was aware of Green's discussion with Scibelli about the Union and that Respondent had "ways" of finding out about such matters, there is no indication that Respondent has even ratified such conduct on the party of LaFarr. The same is true in respect to comments made by LaFarr to Ambrose in respect to the Union.

Having concluded that LaFarr is neither a supervisor nor an agent of Respondent, I shall recommend that those allegations of the complaint (paragraph 9) dealing with her alleged acts of surveillance and any allegations that she threatened employees with reprisals if they supported the Union (paragraph 10) be dismissed.[24]

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[24]In reaching this conclusion I also rely on the record of the hearing in Case No. 2-RC-16513, received in evidence herein. In so doing I attach no weight to the testimony of Radames Martinez, a mounting department employee who testified in the representation case, that he was hired by LaFarr. Such

(Continued)

B. The allegations of independent violations of Section 8(a)(1)

I conclude on the basis of my findings of fact, supra, that Respondent has violated Section 8(a)(1) of the Act by the following conduct of its supervisors:

1. Brown's statement to the mounting department employees on or about May 3, 1974, that they should not get involved with a union because all the employees who did so during an earlier union organizing campaign were discharged by Respondent.

2. Scali's warning to employee Ambrose, at the end of April or the beginning of May 1974, that Ambrose should not get involved with the Union because Ambrose might lose his job as the result.

3. Weeks' warning to Ambrose (a short time after the above-mentioned Scali incident) that Ambrose should not get involved with employees who were starting a Union or Ambrose would possibly lose his job.

4. Brown's statement to Green (then Sims), on or about May 15, 1974, that those who sought to

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[24](continued) would be contrary to the logical, hence more credible, testimony of Scali in that proceeding wherein he stated that mounting department and shipping department employees were hired by him after consultation with the foreman of those departments, Brown or Glevina. Radmaes Martinez elsewhere testified in that proceeding, with patent incredibility, that no one gave orders in the shipping department. In any event, even if I were to credit the testimony of Radmaes Martinez that LaFarr hired him, that isolated exercise of supervisory authority would be insufficient to establish that LaFarr was a supervisor within the meaning of the Act.

establish a Union at Respondent's plant invariably got fired.

5. Brown's reminder to the mounting department employees, on or about May 16, 1974, that anyone who had previously sought to form a Union at Respondent's plant had been discharged.

C. The separation of Scibelli.

The General Counsel contends, as the complaint alleges, that Scibelli was laid off because of his union activities. Respondent takes the position that Scibelli was laid off in an economic cutback. For reasons which appear hereinafter, I agree with the General Counsel.

The prima facie case in support of this aspect of the complaint is substantial. Thus, it is undisputed that in April 1974 Scibelli originally contacted a union to represent Respondent's employees and that he thereafter actively participated in the organizational campaign. And it is clear that Respondent knew of Scibelli's activities. For Scibelli so informed LaFarr who told Scali. Indeed Scibelli distributed union literature to Scali.

Respondent's animus against the Union is well demonstrated by Brown's often repeated warning that in the past Respondent had discharged employees who had tried to organize a union -- a warning which was consistent with those given by Scali and Weeks to Ambrose to dissuade Ambrose from joining a union.

Scibelli's layoff was specifically predicted by Brown who told Green (Sims), 2 days before its

occurrence, that the guy who had then started the Union -- Scibelli -- would be fired the following Friday (May 17).

Respondent argues essentially that Scibelli was laid off due to an economic cutback. More particularly it points out in its brief that within days of Scibelli's most recent reemployment in January 1974 another shipping department employee, Vance Davis, went into the hospital for a hernia operation. When Davis returned to work in April, Scibelli then became the seventh man in that department whose complement had stood at six just before Scibelli was taken on in January. Thereafter in May 1974, says the brief, there was a substantial fall off in the orders handled by the shipping department and Scibelli, as the most recently hired employee in that department, was laid off.

The record supports Respondent's economic defense to the extent that it shows a decline in the dollar volume handled by that department in May and both Scibelli and Glevina gave testimony indicating that the work had slowed up somewhat. However, on the full record, a number of considerations appear, totally aside from the General Counsel's substantial prima facie case, which undermine the Respondent's economic defense.

To begin with, a serious question arises as to why Scibelli would be laid off in mid-May even though the work had slackened somewhat at that particular time. For dispite the fact that Vance Davis had returned to work in April, he was still unable to

undertake all aspects of shipping department work, particularly lifting. Indeed Davis was out sick for several days during the week following Scibelli's separation, as Glevina credibly testified. Further, seven employees is the normal complement of Respondent's shipping department. That is, the complement had stood at seven, on the average, from April 1973 to the time of Scibelli's departure. And the complement had returned to that figure at the time of the hearing, as Scali admitted.

Also, when Scali directed Glevina to lay off Scibelli, Glevina who was opposed to this action, pointed out to Scali that the Business Control Atlases or BCA's (which Respondent sends once a year to certain customers) were due to come in shortly from the publisher. Glevina also pointed out that a busy year of work was coming up for the shipping department. Scali rejected the advice of Glevina, his shipping department supervisor, on this occasion (notwithstanding his testimony in the representation case that he would be guided by the recommendations of Glevina in hiring and firing matters) and insisted on Scibelli's separation. The BCA's, which had been promised for delivery throughout May, as Scali admitted, did begin to arrive during the following week. In fact more than 15,000 of them were received by June 18. Glevina's prediction of a busy year is borne out by the credible testimony of his eventual replacement, Quildon, who stated that there was a backlog of orders in the shipping department when he

began work at the end of May 1974 and the backlog continued until the time of his testimony on November 21, 1974.

Finally, for several weeks at about the time of Scibelli's discharge certain customary shipping department work -- that of putting maps in plastic bags -- was not being performed by shipping department personnel but had been assigned to the clerical force.[25]

In all the circumstances, I conclude that the General Counsel has established by a compelling preponderance of the evidence that Scibelli was laid off not because the work had slackened but rather because of his union activities.[26] I so find and further conclude that Respondent has thereby violated Section 8(a)(3) and (1) of the Act.[27]

D. The nature of the strike; efforts of the employees to obtain reinstatement.

The evidence is undisputed that the employees, who were present at the meeting at which the strike vote was taken, voted unanimously to strike in protest of the lay off of Scibelli and the discharge of Glevina. The testimony of the witnesses who attended that meeting is clear and consistent on this point.

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[25] This work is performed by Clyde Warren, as Scali admitted.

[26] I attach no weight to Scali's conclusionary testimony that Scibelli was not discharged for this reason.

[27] Brown's statement to Green (Sims) is a virtual admission that Scibelli was to be separated for this reason. Cf. Chef Nathan Sez Eat Here, Inc., 181 NLRB 159, enf'd 434 F.2d (C.A. 3).

And the strike occurred shortly after Scibelli and Glevina were discharged. While it later developed that Glevina was found to be a supervisor within the meaning of the Act, this does not change the nature of the protest nor its validity insofar as Scibelli, an employee, was concerned. It also appears that the strike would be utilized for the additional purpose of furthering the Union's efforts to obtain recognition. Thus, at this same meeting at which the vote was taken, Union President Skler discussed with the employees what the Union would try to do and what benefits it hoped to obtain for them.

Thereafter, picket signs were prepared and were carried which, as previously noted, asked that passersby not patronize the Respondent because Respondent was nonunion and refused to bargain with the Union. And, as I have found, Grund sought to obtain a contract from Andrews while he and Andrews were talking during the middle of the strike.

Primarily based on the legend of the picket signs, the foregoing efforts of Grund, and the claimed failure of the Union or the employees to communicate to Respondent their protest over the discharge, Respondent contends that the strike was merely for the purpose of pressuring Respondent to recognize and bargain with the Union and was, therefore, an economic strike and not an unfair labor practice strike, as the complaint alleges. I disagree.

Again there can be no question that the strike had as at least one of its purposes the protect of the discharge of Scibelli and Glevina. For the employees voted to strike for that reason.

But even assuming, arguendo, that this purpose should have been communicated to Respondent, its contention that the protest was not made clear is unpersuasive. That purpose was fairly obvious in the circumstances.

Thus the strike occurred shortly after Glevina was discharged explicitly because of his union activities and only 10 days after Scibelli was laid off, as I have found, for the same reason. While the legend on the sign did not specifically address the matter of these two separations, it unmistakeably protested Respondent's attitude toward the Union (i.e., "non-union" and "refuses to bargain") which had been demonstrated to the employees by these involuntary separations.

In any event, the Board has long held that in a strike and picketing situation it will not determine the objectives of these activities merely on the basis of a picket sign legend but rather on the basis of all the surrounding circumstances.[28] These circumstances unquestionably included the separations of Scibelli and Glevina of which Respondent was well aware. Particularly in view of this awareness,

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[28] E.g., Penny Construction Company, Inc., 144 NLRB 1298.

Respondent's claimed rejection of the strike as an economic one was made at its peril. While there might be a significant issue as to the unfair labor practice strike nature of picketing in protest of a supervisor's discharge, there can be no question of the validity of such a strike to protest the separation of Scibelli, an employee, who I have found -- as the employees felt -- was laid off because of his union activities.

I, accordingly, conclude that the strike with its attendant picketing had several objectives which were, inter alia, not only that of pressuring Respondent's to recognize the Union but also to protest the unlawful lay-off of Scibelli. Since one of these objectives was the protest of an unfair labor practice, the strike was, in substantial part, an unfair labor practice strike and I so find.[29]

From this it follows that the strikers, as unfair labor practice strikers, were entitled to reinstatement upon application, regardless of the fact that they may have been replaced.[30]

The complaint alleges that Ambrose made an unconditional offer of reinstatement on May 31. I have already so found. The complaint further alleges that Respondent refused on that date and has since continued to refuse to reinstate Ambrose to his former

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[29] N.L.R.B. v. Birmingham Publishing Company, 262 F.2d (C.A. 5); General Drivers Local 662 v. N.L.R.B. 302 F.2d 908 (C.A. D.C.), cert. den. 371 U.S. 827.

[30] Id.

or substantially equivalent position of employment, because Ambrose participated in the strike and other protected concerted activities. I agree with these allegations in part.

Respondent's attitude towards Ambrose's request for reinstatement is well demonstrated by Scali's unnecessary query of Ambrose, when Ambrose applied for reinstatement, as to what Ambrose could do. Such attitude is also illustrated by Andrews' subsequent advice to Ambrose -- when Andrews refused to restore Ambrose to his job -- that it would help if Ambrose ceased picketing.

I therefore conclude that Ambrose's request for reinstatement was denied by Respondent because Ambrose participated in the strike and its attendant picketing and that by refusing to reinstate Ambrose at that time Respondent violated Section 8(a)(3) and (1) of the Act.

However, since the record shows that Ambrose returned to work on August 22 and that he performs the same work as he did before (at a higher salary), I conclude that he has already been reinstated to his former or substantially equivalent position.

The complaint further alleges, inter alia, that Tommy Smith on June 4, 1974, on behalf of all the strikers again including Ambrose (but excluding Clyde Warren, who was already reinstated) requested Andrews to reinstate said employees to their positions of employment but that Andrews on that date refused to reinstate such employees, and has subsequently refused

to reinstate them, except Toney Joseph, because of their participation in the strike and in other protected concerted activities, thereby violating Section 8(a)(3) and (1) of the Act. I find that these allegations have merit, again in part.

When, as I have already found, Tommy Smith unconditionally requested reinstatement for himself and each of the other strikers on June 4, 1974, Andrews replied that he would not reinstate them because their jobs were filled. This reason was, of course, invalid because the employees, as unfair labor practice strikers, were entitled to reinstatement upon application regardless of the fact that they may have been replaced.[31] I, accordingly, conclude, based on the entire record, and particularly Andrews' antipathy toward the Union and toward the strike (as shown, inter alia, by Andrews' remarks to Ambrose when the latter had previously applied for reinstatement on May 31) that Respondent's refusal to reinstate the strikers was due to their participation in the strike and their support for the Union. I further conclude that by Respondent's refusal to reinstate

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[31]The replacements and dates of hire are:

Mounting Department		Shipping Department	
Clarence Clark	May 30	Earle Quildon	May 28
Richard Jefferson	June 3	Gregory Jones	June 3
Lacey Simons	May 31	William McClean	May 31
		Richard Reiche	May 28
		Sam Jackson	June 3

these employees at Smith's request on June 4, 1974, Respondent violated Section 8(a)(3) and (1) of the Act.[32] These employees were:

Nicholas Ambrose	Radmaes Martinez
Carlos Bergin	Roberto Martinez
Ronald Coleman	Michael Scibelli[33]
Vance Davis	Tommy Smith
Toney Joseph	Jose Vargas

However, the complaint concedes that Joseph was subsequently reinstated, as indeed the record reflects. I so find. The record further indicates that other employees have likewise been reinstated. The reinstated employees and their dates of reinstatement appear below:

Toney Joseph	June 18
Ronald Coleman	July 22
Carlos Bergin	July 22
Nicholas Ambrose	August 22
Radmaes Martinez	August 27
Roberto Martinez	October 28

Inasmuch as the record indicates that these employees have been reinstated to their respective departments (shipping or mounting) and there is no indication that their jobs are in any way dissimilar

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[32] Manuel San Juan Company, et al., 211 NLRB No. 109

[33] Inasmuch as Scibelli's layoff was in violation of Section 8(a)(3) and (1) of the Act, it follows that he continued to be an employee within the meaning of Section 2(3) of the Act.

to those which they performed before, other than at increased wages, I conclude that they have been restored to their former or substantially equivalent positions of employment.

However, Scibelli, Davis, Smith and Vargas have not been reinstated and I will recommend an Order requiring that they be.

E. The appropriate unit; proof of the Union's majority in that unit.

I have already concluded that the following unit -- found by the Regional Director in Case No. 2-RC-16513 and thereafter affirmed by the Board -- is an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time employees in the mounting, drafting and shipping and receiving departments employed by the Employer at its New York City location, excluding office clerical employees, sales employees, guards, watchmen and supervisors as defined in the Act.

I have likewise already found that the unit consisted of 17 employees on May 3, 1974. And I conclude that it continued to consist of those same employees as of May 9, 1974, when the Union made its demand for recognition to Respondent and on the morning of May 28, 1974, the day the strike commenced.

As of May 9, 1974, the Union represented at least 10 employees of the 17 -- hence a majority -- by virtue

of the execution on May 7, 1974, by each of these 10 employees of an authorization card, which on its face clearly designates the Union as his exclusive representative for purposes of collective bargaining with his employer.[34] These employees were: Scibelli, Smith, Ambrose, Roberto Martinez, Radmaes Martinez, Davis, Bergin, Coleman, Warren and Vargas.

Respondent advances three contentions in its brief why these cards should be rejected as proof of the Union's majority. It urges (1) that the participation of Glevina, later found to be a supervisor by the Regional Director, in the meeting at which the cards were signed, invalidates all such cards. It says (2) that all the cards were obtained by the Union on the misrepresentation that they were not binding, hence are invalid on this basis as well. Finally Respondent argues (3) that Warren's card is

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[34]The card, which is also an application for membership in the Union recites, inter alia:

> I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

invalid because Glevina previously solicited another card from Warren for Local 585 and that Vargas' card must be discounted because, being unable to speak English, he must be deemed to be unaware of what he was signing. I reject each of these contentions.

While Glevina has been found to be a supervisor within the meaning of the Act by the Regional Director, a finding affirmed herein, it does not appear that the employees considered him as such at the time. Indeed the Union took the position in the subsequent representation proceeding that he was not a supervisor. Moreover, the meeting at which the cards were signed was held at the Union office and the employees signed their cards after a discussion in which many employees as well as Glevina participated along with the representatives of the Union. Further as Glevina credibly testified, he never told the employees that he was acting for the Respondent when he made statements favorable to the Union. In fact Respondent's opposition to the Union was well known to the employees as the result of Brown's antiunion remarks to the mounting department and Scali's and Weeks' warnings to Ambrose. In these circumstances I am convinced that the signing of the authorization cards (including that of Warren) at this meeting was the free and uncoerced act of each of these employees. But even if I were to entertain doubts because of Glevina's presence at this meeting, the conclusion that the execution of the card was the free act of each employee -- without Employer interference -- is conclusively established by the

consistent act of each of them (plus Joseph) in joining the unfair labor practice strike 3 weeks later at a time when Glevina had been discharged because of his union activities. For the employees would have known, because of Glevina's discharge for union activities, that such activities were disapproved of by Respondent.

The participation of them all (along with Joseph) in the strike which, as I have found, was at least partially in furtherance of the Union's demand for recognition, also indicates that, as of the morning of May 28, 1974 the Union possessed, in support of such continued effort to obtain recognition, a majority of 11 in the unit of 17 employees.

We need not tarry long with the contention that Grund misrepresented the purpose of the card. The card on its face clearly designates the Union as the employee's exclusive collective-bargaining representative. It is also an application for membership. The full testimony of Scibelli makes it clear, and I find, that the Union representatives told the employees at this meeting that the card was not binding insofar as membership dues were concerned (until the Union was recognized by Respondent). The Union representatives further stated, as Scibelli credibly testified, that the card was an authorization of the Union to represent the employees for the purposes of collective bargaining and that the Union would seek recognition on the basis of the cards.

I have already disposed of the question whether Warren's execution of the card was his free act.

Insofar as Vargas is concerned, his card, again, is on its face a clear designation of the Union to be his collective-bargaining representative. While the card is in English, and Vargas spoke Spanish, I am not convinced in all the circumstances that this is sufficient to invalidate an otherwise certain designation. For Vargas also speaks some English, as his former co-worker, Toney Joseph, who is himself bilingual in English and Spanish, credibly testified. Moreover, as Scibelli credibly testified, Roberto Martinez, Radmaes Martinez and Carlos Bergin translated for Vargas at the meeting of May 7 when Vargas signed his card. Finally, Vargas also participated in the strike and carried a picket sign.

I therefore, conclude that the Union had been validly selected by a majority of the employees as their exclusive bargaining representative in what has been determined as the appropriate unit and that the Union had secured such status when it demanded recognition on May 9, 1974, and when the employees struck on May 28. I further conclude that it is of no significance whether the Union may have subsequently lost its majority because it must be presumed that, but for Respondent's unfair labor practices, that majority would have been retained.[35]

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[35] J. C. Penney Co., Inc., 160 NLRB 279, 287, enf'd 384 F.2d 479 (C.A. 10).

F. Whether the variance between the unit originally requested and the unit eventually found appropriate precludes a bargaining order; whether a bargaining order is otherwise appropriate.

Having concluded that the Union enjoyed a majority of at least 10 in the appropriate unit when the Union demanded recognition on May 9, and that the Union possessed a majority of 11 in that same unit when the Union is entitled to a bargaining order. The first concerns the variance between the unit originally sought and that found appropriate. The second is whether a bargaining order is appropriate in all the circumstances.

1. The variance in the unit.

It is clear that the unit for which the Union filed its election petition on May 8 did not include the drafting department, whereas an appropriate unit does include employees of that department. However, the Union has never withdrawn its demand for recognition and has actively supported the General Counsel's complaint seeking a bargaining order in the unit, now found appropriate, which includes the drafting employees.

Hence it is manifest that there is an appropriate unit which includes the employees originally sought

(as well as others) and that the Union seeks that unit.[36] Hence, I reject any suggestion in the Respondent's brief that the Union has never requested recognition in the appropriate unit.

But regardless of the fact that, as I have held, the Union now actively seeks recognition in an appropriate unit which is broader than that which it originally petitioned for, the question remains whether a bargaining order may be justified in that broader appropriate unit. In its brief Respondent contends that such a bargaining order is not justified because it has not refused to bargain in such broader unit.

I reject this argument if only for the reason that it does not meet the thrust of the complaint.

Thus, Respondent has not been charged with a refusal to bargain. The complaint has rather been drawn -- apparently consistent with Board's recent decision in Steel-Fab, Inc., 212 NLRB No. 25 -- to seek a bargaining order on the basis that the Respondent's alleged violations of Section 8(a)(3) and (1), -- if proved -- have dissipated the Union's majority in the appropriate unit and have created an atmosphere in which a free and fair election cannot take place in that unit. No violation of Section 8(a)(5) has been alleged.

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[36] It is also clear that, although the Union did not originally petition for that unit, it had secured a majority card showing in it before demanding recognition and continued to have majority support in it at the time the strike began.

The question then which is placed squarely before me is whether the violations of Section 8(a)(3) and (1) -- which I have found -- have, as the complaint alleges, dissipated the Union's majority and created the proscribed atmosphere in what is an appropriate unit so that the only appropriate remedy for the Respondent's misconduct in that unit is a bargaining order. I must answer that question in the affirmative.

For the Respondent's Section 8(a)(1) violations are all in the nature of warnings that an employee's allegiance to the Union might well result in his discharge. Consistent with the warnings, there followed the layoff of Scibelli and the refusal to reinstate all but one[37] of the unfair labor practice strikers -- in each instance because of the employee's support for the Union and all cases in violation of Section 8(a)(3) and (1) of the Act. And such 8(a)(3) and (1) misconduct on the part of the Respondent thereby directly affected a majority of the employees in the appropriate unit (10 out of 17). It seems to me to go without saying that no free and fair election can be held in a unit where the majority of the employees, at one point or another, have lost their livelihoods for periods of several weeks or months or longer[38] because they have exercised their lawful rights to join and support a labor organization.

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[37] Clyde Warren.

[38] As of the time of the hearing, Scibelli, Smith, Davis and Vargas had still not been reinstated by Respondent.

Hence I conclude that no free and fair election can be held in the appropriate unit and I shall recommend a bargaining order.[39]

But even if I am in error in concluding that the matter of unit variance is irrelevant to the issues of this case, the entry of a bargaining order is nonetheless justified on an entirely different basis. That is, in my judgment, the misconduct of the Respondent in discriminating against the majority of the unit employees in violation of Section 8(a)(3) and (1) of the Act along with its aforementioned Section 8(a)(1) violations is so pervasive as to require the entry of a bargaining order as the only available and effective remedy for Respondent's unlawful acts.[40] For by these unlawful acts Respondent destroyed the Union's majority and to permit it thereby to avoid its bargaining obligation would enable it to benefit from its unfair labor practices. I also note that the entry of a bargaining order is warranted in such circumstances even without inquiry into the question whether a bargaining demand was

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[39] N.L.R.B. v. Gissel Packing Co., Inc., 395 U.S. 575.

[40] E.g., Mock Road Super Duper, 156 NLRB 983, 986-7, and cases cited therein (particularly Editorial "El Imparcial" Inc. v. N.L.R.B., 278 F.2d 184, 187 (C.A. 1)). The Board's policy of entering a bargaining order in such situations is cited with apparent approval by the Supreme Court in Gissel, supra, at p. 613 and 614.

made in the appropriate unit in which such an order is to be directed.[41]

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of the Respondent set forth in Section III, above, occurring in connection with its operations in Section I, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. Conclusions of Law

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of the Act.

3. The following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

> All full-time and regular part-time employees in the mounting, drafting, shipping and receiving departments employed by the Employer at its New York location, excluding office clerical employees, sales employees, guards, watchmen and supervisors as defined in the Act.

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[41] See J. C. Penney Co. Inc., 160 NLRB 279, enf'd 384 F.2d 479 (C.A. 10), also cited with apparent approval by the Court in Gissel, supra, at p. 614.

4. At the time it demanded recognition on May 8, 1974, and thereafter, and again when the employees went on strike on May 28, 1974, the Union was, and is now, the exclusive representative of the employees in the aforesaid unit within the meaning of Section 9(a) of the Act.

5. The strike which began on May 28, 1974 and ended on June 5, 1974 was an unfair labor practice strike.

6. By laying off Scibelli because of his union activities and refusing to reinstate all of the remaining unfair labor practice strikers when an unconditional request for reinstatement was made on their behalf on June 4, 1974, Respondent has violated Section 8(a)(3) and (1) of the Act.

7. By interfering with, restraining and coercing employees in the exercise of rights guaranteed by Section 7 of the Act in other respects set forth in the body of this Decision, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

9. Respondent did not engage in any other unfair labor practices alleged in the complaint, other than as found herein.

VI. The Remedy

The recommended Order will contain the conventional provisions for cases involving findings of interference, restraint, coercion, unlawful layoff and unlawful refusal to reinstate unfair labor practice strikers in violation of Section 8(a)(3) and (1) of the Act and involving a finding that no fair election can be held among an employer's employees in the unit found appropriate. This Order will require Respondent to cease and desist from the unfair labor practices found, to take certain affirmative action to remedy these unfair labor practices and to post a notice indicating its compliance with these requirements.

Thus, Respondent will be directed to offer Michael Scibelli reinstatement to his former or substantially equivalent position without prejudice to his seniority or other rights and privileges. He will be made whole for any loss of earnings he may have suffered by reason of the discrimination against him by payment to him of a sum of money equal to that which he would have earned from the date of his unlawful separation to the date of Respondent's offer of reinstatement, less his net earnings, if any, during such period to be computed in the manner prescribed in F. W. Woolworth Company, 90 NLRB 289 with 6 percent interest thereon as prescribed by Isis Plumbing & Heating Co., 138 NLRB 716.

Having found that the strike which began on May 28, 1974, was an unfair labor practice strike and that the Respondent continues to refuse to reinstate

Smith, Davis and Vargas, I shall recommend that Respondent offer such employees immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges, discharging, if necessary, persons hired on and after May 28, 1974 (except, of course, already reinstated former strikers). I shall further recommend that Respondent make Smith, Davis and Vargas whole for any loss of earnings they may have suffered by reason of Respondent's unlawful refusal to reinstate them to their former positions by payment to them of a sum of money equal to that which they normally would have earned from June 4, 1974 (the day the unconditional application for reinstatement was made in behalf of them) to the date of Respondent's offer to them of reinstatement less their net earnings, if any, during such period. As to those former strikers who have already been reinstated, I shall recommend that Respondent reimburse them for any loss of earnings they may have suffered by reason of Respondent's initial refusal to reinstate them upon unconditional application being made (for Ambrose on May 31, 1974, and the others on June 4, 1974) by payment to them of a sum of money equal to that which they would have earned from their offers of reinstatement to their actual reinstatement by Respondent, less their net earnings, if any, during such period. The backpay provided for employees discussed in this paragraph shall be computed on the basis of the formula prescribed in F. W. Woolworth Co.,

90 NLRB 289, with interest thereon at the rate of 6 percent as prescribed in Isis Plumbing & Heating Co., 138 NLRB No. 716.[42]

Further, I shall recommend an Order requiring the Respondent to bargain with the Union as the exclusive bargaining representative of the employees in the unit heretofore found appropriate, for the reasons, in the alternative, that no free and fair election may now be held in that unit or because the pervasiveness of Respondent's unfair labor practices in that unit indicate the propriety of such a remedy.

Finally, it will be recommended because of the nature of the unfair labor practices in which Respondent has engaged (see N.L.R.B. v. Entwistle Mfg Co., 120 F.2d 532, 536) that Respondent be ordered to cease and desist from infringing in any manner upon the rights guaranteed its employees by Section 7 of the Act.

Upon the foregoing findings of fact and conclusions of law and upon the entire record in this case and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:[43]

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[42] Manual San Juan Company, Inc., supra.

[43] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order which follow herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

ORDER

Respondent American Map Company, Inc., its officers, agents, successors and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in, or activities on behalf of, Local 923, Retail, Wholesale and Department Store Union, AFL-CIO, or any other labor organization by laying off any of its employees, by refusing to reinstate them because of their union or strike activities or in any other manner discriminating against them in regard to their hire or tenure of employment or any other term or condition of employment in order to discourage union membership or other concerted activities.

(b) Threatening employees with discharge if they join or support the aforementioned labor organization or any other manner interfering with, restraining or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is deemed necessary to effectuate the policies of the Act:

(a) Offer to Michael Scibelli, immediate and full reinstatement to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges and make him whole for any in the manner set forth in the "Remedy" section of the Administrative Law Judge's Decision herein.

(b) Offer to Tommy Smith, Vance Davis and Jose Vargas immediate and full reinstatement to their former or substantially equivalent positions without prejudice to their seniority or other rights and privileges and make each of them whole for any loss of earnings he may have suffered as the result of the discriminatory refusal to reinstate him in the manner set forth in the "Remedy" section of the Administrative Law Judge's Decision herein.

(c) Make each of the following employees whole for any loss of earnings he may have suffered, by reason of the initial refusal to reinstate, him in the manner set forth in the "Remedy" section of the Administrative Law Judge's Decision herein:

Nicholas Ambrose	Radmaes Martinez
Carlos Bergin	Roberto Martinez
Ronald Coleman	Toney Joseph

(d) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records and reports and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Upon request, bargain collectively with Local 923, Retail, Wholesale and Department Store Union, AFL-CIO, as the exclusive collective-bargaining representative of all its employees in the unit set forth below with respect to rates of pay, wages, hours or other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. This unit,

which is an appropriate unit within the meaning of the Act, is:

> All full-time and regular part-time employees in the mounting, drafting and shipping and receiving departments employed by the Employer at its New York, New York, location, excluding office clerical employees, sales employees, watchmen, guards and supervisors as defined in the Act.

(f) Post at its New York, New York, place of business copies of the attached notice marked "Appendix."[44] Copies of this notice, on forms provided by the Regional Director for Region 2, after being duly signed by Respondent's representative, shall be posted by it immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced or covered by any other material.

(g) Notify the Regional Director for Region 2, in writing, within 20 days from the date

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[44] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

of the receipt of this Order, what steps the Respondent has taken to comply herewith.

IT IS HEREBY FURTHER ORDERED that the complaint be, and it hereby is dismissed insofar as it alleges unfair labor practices not found herein.

/s/ John F. Corbley

John F. Corbley

Administrative Law Judge

FORM NLRB-4727
(9-91)

JD-91-75

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

AFTER A TRIAL AT WHICH ALL SIDES HAD THE CHANCE TO GIVE EVIDENCE IT HAS BEEN DECIDED THAT WE, AMERICAN MAP COMPANY, INC., HAVE VIOLATED THE NATIONAL LABOR RELATIONS ACT AND WE HAVE BEEN ORDERED TO POST THIS NOTICE.

The National Labor Relations Act gives you, as employees, certain rights including the rights:

To self-organization;
To form, join or help unions;
To bargain collectively through a representative of your own choosing;
To act together for collective bargaining or other mutual aid or protection; or
To refrain from any or all such activities.

Accordingly, we give you, our employees, these assurances:

WE WILL NOT threaten you with discharge if you join or support a union.

WE WILL NOT lay you off, refuse to reinstate you or otherwise discriminate against you in respect to your jobs, tenure or other terms and conditions of employment because you have joined or supported LOCAL 923, RETAIL, WHOLESALE and DEPARTMENT STORE UNION, AFL-CIO, or any other labor organization or because you have engaged in a lawful and protected strike.

WE WILL NOT do anything which interferes with your rights above as guaranteed by the National Labor Relations Act.

WE WILL offer to reinstate Michael Scibelli to his former or substantially equivalent position with full seniority and all other rights and privileges, as the Board has found that he was laid off because he joined and supported the above-named union.

WE WILL offer to reinstate Tommy Smith, Vance Davis and Jose Vargas to their former or substantially equivalent positions with their full seniority and all other rights and privileges, as the Board has found that they were not reinstated after the strike because they joined in it and supported the above-named union.

WE WILL make up all pay lost (plus 6 percent interest) by the following employees as the result of lay off or their failure to be reinstated when they first made application:

Michael Scibelli	Ronald Coleman
Tommy Smith	Radames Martinez
Vance Davis	Roberto Martinez
Toney Joseph	Jose Vargas
Carlos Bergin	Nicholas Ambrose

WE WILL bargain, upon request, with LOCAL 923, RETAIL, WHOLESALE and DEPARTMENT STORE UNION, AFL-CIO, as the exclusive bargaining representative of our employees in the following appropriate unit at our place of business at 1926 Broadway, New York City, New York:

All full-time and regular part-time employees in the mounting, drafting and shipping and receiving departments employed by us at the above location but excluding office clerical employees, guards, watchmen and supervisors as defined in the Act.

AMERICAN MAP COMPANY, INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 36th Floor, Federal Building, 26 Federal Plaza, New York, New York 10007 (Tel. NO. 212-264-0306).

[Undated]

* * * * *

DECISION AND ORDER

On February 25, 1975, Administrative Law Judge John F. Corbley issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief, and the General Counsel filed a reply brief, supporting the Administrative Law Judge's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law

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[1] In adopting the Administrative Law Judge's finding that at all relevant times the Union enjoyed majority status, we rely solely on the fact that the Union possessed valid authorization cards from a majority of the unit employees.

Judge and to adopt his recommended Order, as modified herein.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge as modified below and hereby orders that the Respondent, American Map

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[2]We agree with the Administrative Law Judge that a bargaining order is warranted here to remedy the extensive and pervasive unfair labor practices committed by Respondent. However, in our recent decision in Trading Port, Inc., 219 NLRB No. 76 (1975), we reexamined the policies and principles set forth in the Board's Steel Fab decision (212 NLRB No. 25 (1974)) -- relied on here by the Administrative Law Judge -- and decided "that an employer's obligation under a bargaining order remedy should commence as of the time the employer has embarked on a clear course of unlawful conduct. . . ." Accordingly, we shall modify the remedy herein by requiring the Respondent to recognize and bargain with the Union as of May 9, 1974, the date of the Union's demand for recognition. We choose that date rather than May 1, 1974, when the Respondent embarked on its unlawful course, because that was when the Union requested bargaining supported by a majority of the employees, and because all of the Respondent's unfair labor practices otherwise were individually remedied by our adoption of the Administrative Law Judge's recommended Order. We do not find an 8(a)(5) violation inasmuch as none was alleged in the complaint and inasmuch as, in the circumstances of this case, the prescribed remedy provides a full and complete remedy for the unfair labor practices on which the bargaining order is based.

Company, Inc., New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in said recommended Order, as so modified.

Substitute the following for paragraphs 2(a) and (b):

"(a) Offer to Michael Scibelli immediate and full reinstatement to his former job or, if it no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered as the result of his discriminatory layoff, in the manner set forth in the 'Remedy' section of the Administrative Law Judge's Decision.

"(b) Offer to Tommy Smith, Vance Davis, and Jose Vargas immediate and full reinstatement to their former jobs or, if they no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make each of them whole for any loss of earnings he may have suffered as the result of the discriminatory refusal to reinstate him in the manner set forth in the Remedy section of the Administrative Law Judge's Decision."

Betty Southard Murphy, Chairman

Howard Jenkins, Jr., Member

John A. Penello, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

GENERAL COUNSEL'S EXHIBIT 1

[redacted] MAP COMPANY, INC.

and

[redacted], RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

CASE NO. [redacted]

GENERAL COUNSEL'S EXHIBIT NO. 1

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. 1
Gen Counsel
Disposition { Identified ✓ / Received ✓ / Rejected _____
In the matter of _____
Date 10/30/74 Witness _____ Reporter _____
No. Pages

BEST COPY AVAILABLE

FORM NLRB-501 (2-67)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REGION 2

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring. NEW YORK

74 MAY 16 PM 12:08

DO NOT WRITE IN THIS SPACE

Case No. 2-CA- 13219

Date Filed May 16, 1974

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer	b. Number of Workers Employed
American Map Co., Inc.	

c. Address of Establishment (Street and number, city, State, and ZIP code)	d. Employer Representative to Contact	e. Phone No.
1926 Broadway, New York, N.Y. 10023	Lewis Andrews	595-6582

f. Type of Establishment (Factory, mine, wholesaler, etc.)	g. Identify Principal Product or Service
Factory	Printing Maps

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and _____ (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about May 9, 1974, the Employer , by its officer, agents and representatives promised employees wage increases and other benifits, and has threatened employees with lay-off, discharge and other reprisals to induce them not to join the undersigned union

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

Local 923, Retail, Wholesale Dept. Store Union, AFL-CIO

4a. Address (Street and number, city, State, and ZIP code)	4b. Telephone No.
130 West 42nd Street, New York, N.Y. 10036	221-1210

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Retail Wholesale Dept. Store Union, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ Patricia Isbell (Signature of representative or person filing charge) Vice President (Title, if any)

Address 130 W. 42nd St., N.Y.C. 10036 221-1210 (Telephone number) May 16, 1974 (Date)

WILFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 709-671

AFFIDAVIT OF SERVICE

American Map Co., Inc.
1926 Broadway
New York, N.Y. 10023

May 16, 1974

American Map Co., Inc.

2-CA-13319

I certify that I served the above-referred charge this day by post paid registered mail on the addressee above together with a transmittal letter of which this is a true copy.

Alfred Lowman

Subscribed and sworn to before me this 17th day of May 19 74

Designated Agent

REGION 2

FORM NLRB-501 (2-67)

'74 MAY 24 PM 3:12

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

NEW FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.	DO NOT WRITE IN THIS SPACE Case No. 2-CA-13319 Date Filed 5-24-74

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer	b. Number of Workers Employed	
AMERICAN MAP CO., INC.		
c. Address of Establishment (Street and number, city, State, and ZIP code)	d. Employer Representative to Contact	e. Phone No.
1926 Broadway, New York, N.Y. 10023	Lewis Andrews	595-6582
f. Type of Establishment (Factory, mine, wholesaler, etc.)	g. Identify Principal Product or Service	
Factory	Printing maps	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about May 9, 1974, the Employer, by its officer, agents and representatives promised employees wage increases and other benefits, and has threatened employees with lay-off, discharge and other reprisals to induce them not to join the undersigned union.

On May 17, 1974, the Employer discharged Michael Scibelli, and on May 23, 1974 discharged Michael Glavina, employees, because they joined and assisted the undersigned Union.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

Local 923, Retail, Wholesale Dept. Store Union, AFL-CIO

4a. Address (Street and number, city, State, and ZIP code)	4b. Telephone No.
130 West 42nd Street, New York, New York 10036	221-1210

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

Retail Wholesale Dept. Store Union, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Sidney Grund (Signature of representative or person filing charge) Organizer (Title, if any)

Sidney Grund

Address 130 West 42nd St., NYC 10036 221-1210 (Telephone number) May 24, 1974 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 700-971

AFFIDAVIT OF SERVICE

American Map Company, Inc.
1926 Broadway
New York, N.Y. 10023

May 28, 1974

American Map Co., Inc.

2-CA-13319

cc: Floyd Weil, Esq.
6 East 45th Street
New York, N.Y. 10017
Gerald P. Halpern, P.C.
170 Old Country Rd.
Mineola, N.Y. 11501

I certify that I served the above-referred charge this day by post paid registered mail on the addressee above together with a transmittal letter of which this is a true copy.

Regional Director

Alfred Sherman

Subscribed and sworn to before me this 29th day of May 19 74

Designated Agent

AFFIDAVIT OF SERVICE

June 19, 1974

American Map Co., Inc.
1926 Broadway
New York, N.Y. 10023

American Map Co., Inc.

2-CA-13319

I certify that I served the above-referred charge this day by post paid registered mail on the addressee above together with a transmittal letter of which this is a true copy.

Alfred Sherman

Subscribed and sworn to before me this 19th day of June 1974

Designated Agent

Form Approved
Budget Bureau No. 64-R004.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

SECOND AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 2 - CA - 13319

Date Filed 6-19-74

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: AMERICAN MAP COMPANY, INC.

b. Number of Workers Employed: -

c. Address of Establishment (Street and number, city, State, and ZIP code): 1926 BROADWAY, NEW YORK, NEW YORK 10023

d. Employer Representative to Contact: LEWIS ANDREWS, PRESIDENT

e. Phone No.: 593- 6582

f. Type of Establishment (Factory, mine, wholesaler, etc.): FACTORY

g. Identify Principal Product or Service: PRINTING OF MAPS

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) & (4) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

SINCE ON OR ABOUT MAY 9, 1974, THE ABOVE-NAMED EMPLOYER, BY ITS OFFICERS, AGENTS AND REPRESENTATIVES, BY PROMISE OF WAGE INCREASES AND OTHER BENEFITS AND BY THREAT OF LAY-OFF, DISCHARGE AND OTHER REPRISAL, HAS INTERFERED WITH, RESTRAINED AND COERCED, AND IS INTERFERING WITH, RESTRAINING AND COERCING ITS EMPLOYEES IN THE EXERCISE OF THEIR RIGHTS GUARANTEED IN SECTION 7 OF THE ACT.

ON OR ABOUT MAY 17, THE ABOVE-NAMED EMPLOYER, BY ITS OFFICERS, AGENTS AND REPRESENTATIVES, TERMINATED THE EMPLOYMENT OF MICHAEL SCIBELLI BECAUSE OF HIS MEMBERSHIP IN AND ACTIVITIES ON BEHALF OF LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO, A LABOR ORGANIZATION, AND AT ALL TIMES SINCE SUCH DATE IT HAS REFUSED AND DOES NOW REFUSE TO EMPLOY THE ABOVE-NAMED EMPLOYEE.

ON OR ABOUT MAY 23, 1974, THE ABOVE-NAMED EMPLOYER, BY ITS OFFICERS, AGENTS AND REPRESENTATIVES, DISCHARGED MICHAEL GLAVIRA BECAUSE OF HIS MEMBERSHIP IN AND ACTIVITIES ON BEHALF OF LOCAL 923, AND AT ALL TIMES SINCE SUCH DATE IT HAS REFUSED AND DOES NOW REFUSE TO EMPLOY THE ABOVE-NAMED EMPLOYEE.

ON OR ABOUT JUNE 4, 1974, THE ABOVE-NAMED EMPLOYER, BY ITS OFFICERS, AGENTS AND REPRESENTATIVES, DISCHARGED MICHAEL SCIBELLI, ROBERTO MARTINEZ, CARLO BERGIN, NICHOLAS AMBROSE, RONALD COLEMAN, TOMMY SMITH, RADAME MARTINEZ AND VANCE DAVIS BECAUSE OF THEIR ACTIVITIES ON BEHALF OF AND MEMBERSHIP IN LOCAL 923, AND AT ALL TIMES SINCE SUCH DATE IT HAS REFUSED AND DOES NOW REFUSE TO EMPLOY THE ABOVE-NAMED EMPLOYEES.

(SEE ATTACHMENT FOR CONTINUATION OF BASIS OF THE CHARGE)

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

4a. Address (Street and number, city, State, and ZIP code): 130 WEST 42nd STREET, NEW YORK, NEW YORK 10036

4b. Telephone No.: 221- 1210

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Sidney Gzund (Signature of representative or person filing charge) ORGANIZER (Title, if any)

SIDNEY GZUND

Address 130 WEST 42nd STREET, N.Y, N.Y. 221- 1210 (Telephone number) JUNE 19, 1974 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 708-057

BEST COPY AVAILABLE

[illegible], INC.
CASE NO. 2 - CA - 10319
SECOND AMENDED CHARGE
[illegible] OF BASIS OF THE CHARGE:

ON OR ABOUT JUNE 4, 1974, THE ABOVE-NAMED EMPLOYER, BY ITS OFFICERS, AGENTS AND REPRESENTATIVES, TERMINATED THE EMPLYMENT OF MICHAEL SCIBELLI, ROBERTO MARTINEZ, CARLO BERGIN, NICHOLAS AMBROSE, RONALD COLEMAN, TOMMY SMITH, JAIME MARTINEZ AND VANCE DAVIS BECAUSE THEY GAVE TESTIMONY UNDER THE ACT.

BY THE ABOVE AND OTHER ACTS, THE ABOVE-NAMED EMPLOYER BY ITS OFFICERS, AGENTS AND REPRESENATIVES, HAS INTERFERED WITH, RESTRAINED AND COERCED, AND IS INTERFERING WITH, RESTRAINING AND COERCING ITS EMPLOYEES IN THE EXERCISE OF THEIR RIGHTS GUARANTEED IN SECTION 7 OF THE ACT.

[August 20, 1974]

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

AMERICAN MAP COMPANY, INC.

and CASE NO. 2-CA-13319

LOCAL 923, RETAIL, WHOLESALE &
DEPARTMENT STORE UNION, AFL-CIO

COMPLAINT AND NOTICE OF HEARING

It having been charged by Local 923, Retail, Wholesale & Department Store Union, AFL-CIO, herein called the Union that American Map Company, Inc., herein called Respondent has engaged in, and is engaging, in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, Region 2, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations -- Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1.(a) The Charge in this proceeding was filed by the Union on May 16, 1974, and served by registered mail upon Respondent on or about May 17, 1974.

(b) The First Amended Charge in this proceeding was filed by the Union on May 24, 1974, and served by registered mail upon Respondent on or about May 28, 1974.

(c) The Second Amended Charge in this proceeding was filed by the Union on June 19, 1974, and served by registered mail upon Respondent on or about June 19, 1974.

2.(a) Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

(b) At all times material herein, Respondent has maintained an office and place of business at 1926 Broadway in the City and State of New York, herein called the plant where it is, and has been at all times material herein, engaged in the manufacture, sale and distribution of maps.

(c) During the past year, which period is representative of its annual operations generally, Respondent in the course and conduct of its business operations, manufactured, sold and distributed at its plant, maps valued in excess of $50,000, of which maps valued in excess of $50,000 were shipped from said plant in interstate commerce directly to customers located in states of the United States other than the State of New York.

3. Respondent is, and has been at all times material herein an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

5.(a) Lewis M. Andrews is, and has been at all times material herein, the president of Respondent, acting on its behalf, and an agent thereof.

(b) LeRoy Brown, Barbara LaFarr, Joseph Scali and Robert Weeks are, and have been at all times material herein, agents of Respondent acting on its behalf, and supervisors thereof within the meaning of Section 2(11) of the Act.

6. All full-time and regular part-time employees in the mounting, drafting, and shipping and receiving departments employed by Respondent at its plant, exclusive of office clerical employees, sales employees, guards, watchmen and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

7. On or about May 7, 1974, a majority of the employees of Respondent in the unit described above in paragraph 6, designated and selected the Union as their representative for the purposes of collective bargaining with Respondent, and at all times since said date, the Union, by virtue of Section 9(a) of the Act, has been and is now the exclusive representative of all the employees in said unit for the purpose of collective bargaining.

8. On or about May 9, 1974, the Union requested Respondent to recognize it and bargain collectively with it as the exclusive collective bargaining representative of Respondent's employees in the unit

described above in paragraph 6 with respect to rates of pay, wages, hours of employment and other terms and conditions of employment of such employees.

9. On or about May 8, 1974 Respondent by Barbara LaFarr, its supervisor, kept under surveillance the meeting places, meetings and activities of the Union, and the concerted activities of its employees conducted for the purpose of collective bargaining and other mutual aid and protection.

10. On or about May 6, 8, 10, 15 and 16, 1974 Respondent by Lewis Andrews its president and by its agents, Joseph Scali, Robert Weeks, LeRoy Brown, and Barbara LaFarr, at the premises of Respondent, warned and directed its employees to refrain from becoming or remaining members of the Union and to refrain from giving any assistance or support to it, and threatened its employees with discharge and other reprisals if they became or remainded members of the Union and if they gave any assistance and support to it.

11.(a) On or about May 17, 1974, Respondent laid off its employee, Michael Scibelli, and since said date has failed and refused to recall or reinstate or offer to recall or reinstate said employee.

(b) Respondent laid off and thereafter failed and refused to reinstate or offer to recall or reinstate its employee, Michael Scibelli, as described above in paragraph 11(a), because said employee joined and assisted the Union and engaged in other concerted activity for the purpose of collective bargaining and mutual aid and protection.

12. From on or about May 28, 1974 to on or about June 4, 1974, several of Respondent's employees in the unit described above in paragraph 6 engaged in an unfair labor practice strike to protest Respondent's conduct as described above in paragraph 9, 10, and 11.

13.(a) On or about May 31, 1974, Nicholas Ambrose made an unconditional offer to Respondent to return to work and to his position of employment.

(b) On or about May 31, 1974, Respondent refused to reinstate Nicholas Ambrose and since said date has continued to refuse to reinstate said employee to his former or substantially equivalent position of employment.

(c) Respondent refused to reinstate Nicholas Ambrose because said employee participated in the strike described above in paragraph 12 and because he engaged in other concerted activities for collective bargaining purposes and mutual aid and protection.

14.(a) On or about June 4, 1974, the following named employees of Respondent through their representative Tommy Smith, and individually, at the premises of Respondent made unconditional offers to Lewis Andrews, Respondent's president to return to work and to their positions of employment:

Nicholas Ambrose	Radames Martinez
Carlos Bergin	Roberto Martinez
Ronald Coleman	Michael Scibelli
Vance Davis	Tommy Smith
Tony Joseph	Jose Vargas

(b) On or about June 4, 1974, Respondent by Lewis Andrews, at the premises of Respondent, refused to reinstate the employees named above in paragraph (a), and since said date has continued to refuse to reinstate said employees, except Tony Joseph, to their former or substantially equivalent positions of employment.

(c) Respondent refused to reinstate its employees as described above in paragraph 14 (b) because said employees participated in the strike described above in paragraph 12 and because they engaged in other concerted activities for collective bargaining purposes and mutual aid and protection.

15.(a) Respondent engaged in the conduct described above in paragraphs 9, 10, 11, 13 and 14 in order to undermine the Union and to destroy its majority status among the employees described above in paragraph 6 above.

(b) By the acts described above in paragraphs 9, 10, 11, 13 and 14 Respondent engaged in conduct which precluded the holding of a fair election among the employees in the unit described above in paragraph 6.

(c) The unfair labor practices set forth in paragraphs 9, 10, 11, 13 and 14 are so serious and substantial in character and effect to warrant the entry of a remedial order requiring Respondent to recognize and bargain with the Union in the appropriate unit described in paragraph 6.

16. By the acts described above in paragraphs 9, 10, 11, 13, 14 and 15 and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

17. By the acts described above in paragraphs 11, 13 and 14 and by each of said acts, Respondent discriminated and is discriminating in regard to the hire and tenure and terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

18. The acts of Respondent described above in paragraphs 9, 10, 11, 13, 14, 15, 16 and 17 occurring in connection with the operations of Respondent described above in paragraphs 2 and 3, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 7th day of October 1974, at 11:00 a.m., at 26 Federal Plaza, Room 3614, in the City and State of New York, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations

Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise and give testimony.

You are further notified that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the Regional Director, Region 2, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Form NLRB-4668, Statement of Standard Procedure in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases is attached.

/s/ _____

Winifred D. Morio, Acting Regional Director
National Labor Relations Board, Region 2
26 Federal Plaza, Room 3614
New York, New York 10007

FORM NLRB-4338
(5-65)

NATIONAL LABOR RELATIONS BOARD

NOTICE

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

(1) The request must be in writing. An original and two copies must be served on the Regional Director;

(2) Grounds therefor must be set forth *in detail;*

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties *(listed below)*, and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

American Map Co.
1926 Broadway
New York, N.Y. 10023
Att: Lewis Andrews, Pres.

Floyd Weil, Esq.
6 East 45th St.
New York, N.Y. 10017

Local 923, Retail, Wholesale
and Department Store Union, AFL-CIO
130 West 42nd St.
New York, N.Y. 10036
Att: Sidney Grund, Organizer

Perlmutter and Reich
253 Broadway
New York, N.Y. 10007
Att: Leon Reich, Esq.

FORM NLRB-4668
(1-73)

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED

The hearing will be conducted by an Administrative Law Judge of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Administrative Law Judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record -- for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Administrative Law Judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or to make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Administrative Law Judge for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Administrative Law Judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Administrative Law Judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Administrative Law Judge will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitted, and the filing thereof has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Administrative Law Judge may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the Administrative Law Judge who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Administrative Law Judge will be considered unless received by the Chief Administrative Law Judge in Washington, D. C. (or in cases under the San Francisco, California branch office of the Division of Judges, the Presiding Judge in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Administrative Law Judge or Presiding Judge as the case may be. All briefs or proposed findings filed with the Administrative Law Judge must be submitted in triplicate, and may be in typewritten, printed, or mimeographed form, with service upon the other parties.

In due course the Administrative Law Judge will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Administrative Law Judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Administrative Law Judge's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, Series 8, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Administrative Law Judge will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest it.

Form NLRB-667
(11-66)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN MAP CO., INC.

AND

LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

Case No. 2-CA-13319

AFFIDAVIT OF SERVICE OF COMPLAINT AND NOTICE OF HEARING

DATE OF MAILING August 30, 1974

I, the undersigned employee of the National Labor Relations Board, being duly sworn, deposes and say that on the date indicated above I served the above-entitled document(s) by post-paid registered ~~XXXXXXXX~~ mail upon the following persons, addressed to them at the following addresses:

American Map Co.
1926 Broadway
New York, N.Y. 10023
Att: Lewis Andrews, Pres.

Floyd Weil, Esq.
6 East 45th St.
New York, N.Y. 10017

Local 923, Retail, Wholesale
and Department Store Union, AFL-CIO
130 West 42nd St.
New York, N.Y. 10036
Att: Sidney Grund, Organizer

Perlmutter and Reich
253 Broadway
New York, N.Y. 10007
Att: Leon Reich, Esq.

Subscribed and sworn to before me
this 30th day of August, 1974

Designated Agent

NATIONAL LABOR RELATIONS BOARD

GPO 916-992

* * * * *

[September 3, 1974]

ORDER EXTENDING TIME TO ANSWER

IT HEREBY IS ORDERED that the time within which Respondent, American Map Co., Inc., may file an Answer to the Complaint herein be, and the same hereby is, extended to and including September 10, 1974.

* * * * *

Form NLRB-877
(11-61)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN MAP CO., INC.

AND

LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

Case No. 2-CA-13319

AFFIDAVIT OF SERVICE OF ORDER EXTENDING TIME TO ANSWER

DATE OF MAILING September 3, 1974

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid registered/certified mail upon the following persons, addressed to them at the following addresses:

American Map Co.
1926 Broadway
New York, N.Y. 10023
Att: Lewis Andrews, Pres.

Floyd Weil, Esq.
6 East 45th St.
New York, N.Y. 10017

Local 923, Retail, Wholesale
and Department Store Union, AFL-CIO
130 West 42nd St.
New York, N.Y. 10036
Att: Sidney Grund, Organizer

Perlmutter and Reich
253 Broadway
New York, N.Y. 10007
Att: Leon Reich, Esq.

Subscribed and sworn to before me

this 3rd day of September, 19 74

Designated Agent

NATIONAL LABOR RELATIONS BOARD

GPO 816-392

* * * * *

ANSWER

[September 9, 1974]

Respondent answering the complaint of the National Labor Realtions Board, Region 2, alleges as follows:

1) Denies knowledge or information sufficient to form a belief as to all the allegations contained in Paragraph "4."

2) Denies each and every allegation contained in Paragraphs "6", "7", "8", "9", "10", "11(b)", "12", "13(b)", "13(c)", "14(b)", "14(c)", "15(a)", "15(b)", "15(c)", "16", "17", and "18."

3) As to Paragraph "1(a)", Respondent admits receiving the charge but denies knowledge or information sufficient to form a belief as to when said charge was filed by the Union.

4) As to Paragraph "1(b)", Respondent admits receiving the first amended charge but denies knowledge or information sufficient to form a belief as to when said charge was filed by the Union.

5) As to Paragraph "1(c)", Respondent admits receiving the second charge but denies knowledge or information sufficient to form a belief as to when said charge was filed by the Union.

6) Respondent admits each and every allegation contained in Paragraphs "2", "3", "13(a)", and "14(a)" of the complaint.

7) Respondent denies each and every allegation contained in Paragraphs "5(a)" and "5(b)" of the complaint except that it admits that Lewis M.

Andrews, LeRoy Brown, Joseph Scali and Robert Weeks are supervisors within the meaning of Section 2(11) of the Act.

8) Respondent denies each and every allegation contained in Paragraph "11(a)" of the complaint, except that it admits laying off Michael Scibelli and admits that he has not been recalled.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

9) Respondent repeats the allegations contained in Paragraphs 1 through 8 of the Answer.

10) On or about the 28th day of May, 1974, several of Respondent's employees engaged in a recognization strike to force the Respondent to recognize the Union as its representative for all of the shipping, receiving, packing, mounting and plant clerical employees.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

11) Respondent repeats the allegations contained in Paragraphs 1 through 10 of the Answer.

12) The unit demanded by the Union in its petition allegedly filed May 8, 1974, was improper for collective bargaining under the Act.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

13) Respondent repeats the allegations contained in Paragraph 1 through 12 of the Answer.

14) That on or about the 4th day of June, 1974 the employees who had engaged in the recognization strike alleged in paragraph "TEN" of this Answer had been permanently replaced.

15) That since that date, as the need arose and/or their jobs became available, several of the striking employees have been reinstated.

WHEREFORE, Respondent prays that the complaint be dismissed and for such other and further relief as to this board may seem just and proper.

/s/ _____

FLOYD S. WEIL
Attorney for Respondent
6 East 45th Street
New York, New York 10017
212-986-8666

CERTIFICATE OF SERVICE

I hereby certify that a copy of the within Answer was this 9th day of September, 1974 mailed by certified mail, return receipt requested to Perlmutter and Reich, the attorneys for the union, at 253 Broadway, New York, New York 10007.

/s/ _____

FORM NLRB-852
(6-55)

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN MAP CO., INC.

and

LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

Case No. 2-CA-13319

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that the hearing in the above-entitled matter be and the same hereby is rescheduled from October 7, 1974 to October 30, 1974, at 11:00 a.m. 26 Federal Plaza, Room 3614, N.Y.C. 10007.

DATED at New York, New York this 1st day of October, 19 74.

Acting Regional Director, Region 2
National Labor Relations Board.

GPO 860-853

FORM NLRB-671 (11-50)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMERICAN MAP CO., INC.

and

LOCAL 923, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO

Case No. 2-CA-13319

AFFIDAVIT OF SERVICE OF ORDER RESCHEDULING HEARING

DATE OF MAILING 10/1/74

I, the undersigned employee of the National Labor Relations Board, being duly sworn, deposes and say that on the date indicated above I served the above-entitled document(s) by post-paid registered/~~certified~~ mail upon the following persons, addressed to them at the following addresses:

American Map, Co.
1926 Broadway
N.Y.C. 10023
Att: Lewis Andrews, Pres.

Floyd Weil, Esq.
6 East 45th St.
N.YC. 10017

Local 923, Retail, Wholesale
and Department Store Union, AFL-CIO
130 West 42nd St.
N.Y.C . 10036
Att:Sidney Grund, Organizer

Perlmutter and Reich
253 Broadway
N.Y.C. 10007
Att: Leon Reich, Esq.

Alfred Lowman

Subscribed and sworn to before me
this 1st day of October, 1974

Designated Agent

NATIONAL LABOR RELATIONS BOARD

GPO 916.787

INDEX

General Counsel's Exhibit No. 1

American Map Co., Inc.
Case No. 2-CA-13319

1. a) Charge, dated May 16, 1974.
   b) Affidavit of Charge, 1(a) above, with P.O. cards attached, dated May 17, 1974.
   c) First Amended Charge, dated May 24, 1974.
   d) Affidavit of Service, 1(c) above, with P.O. cards attached, dated May 28, 1974.
   e) Second Amended Charge, dated June 19, 1974.
   f) Affidavit of Service, 1(e) above, with P.O. cards attached, dated June 19, 1974.
   g) Complaint and Notice of Hearing, dated August 20, 1974.
   h) Affidavit of Service, 1(g) above, with P.O. cards attached, dated August 20, 1974.
   i) Order Extending Time to Answer, dated September 3, 1974.
   j) Affidavit of Service, 1(i) above, with P.O. cards attached, dated September 3, 1974.
   k) Answer, dated September 9, 1974.
   l) Order Rescheduling Hearing, dated October 1, 1974.
   m) Affidavit of Service with P.O. cards attached, 1(l) above, dated October 1, 1974.
   n) Index to General Counsel's Exhibit No. 1.

GENERAL COUNSEL'S EXHIBIT 2

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R002.16

PETITION

DO NOT WRITE IN THIS SPACE

CASE NO: 2-RC-16506

DATE FILED: May 2, 1974

INSTRUCTIONS: Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employment concerned is located. If more space is required for any one item, attach additional sheets, numbering item accordingly.

REGION 2

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.)

(Check one)

- ☐ UNIT CLARIFICATION — A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees. (Check one: ☐ In unit not previously certified; ☐ In unit previously certified in Case No. _____)
- ☐ AC-AMENDMENT OF CERTIFICATION — Petitioner seeks amendment of certification issued in Case No. _____ (Attach statement describing the specific amendment sought.)

NEW YORK

- ☐ REPRESENTATION (EMPLOYER PETITION) — One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- ☐ RD-DECERTIFICATION — A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- ☐ UD-WITHDRAWAL OF UNION SHOP AUTHORITY — Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.

2. NAME OF EMPLOYER	EMPLOYER REPRESENTATIVE TO CONTACT	PHONE NO.
[illegible] Company	[illegible]	[illegible]2

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code)

[illegible]

4a. TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)	4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE
[illegible]	Printing Maps

5. Unit Involved (In UC petition, describe PRESENT bargaining unit and attach description of proposed clarification.)

Included: All Shipping & Receiving & Map- Mounting Employees, Employed by the Employer at its Faculity located at 1926 Broadway, N.Y., N.Y.

Excluded: All Office clerical employees, Guards, watchmen & supervisors as defined in the Act

6a. NUMBER OF EMPLOYEES IN UNIT: PRESENT 12; PROPOSED (BY UC/AC) _____

6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT?* ☐ YES ☐ NO

*Not applicable in RM, UC and AC

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable.)

7a. ☐ Request for recognition as Bargaining Representative was made on May 2, 1974 (Month, day, year) and Employer declined recognition on or about _____ (Month, day, year). (If no reply received, so state.)

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Recognized or Certified Bargaining Agent (If there is none, so state.)

NAME	AFFILIATION
ADDRESS	DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year): No Contract

10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED? YES ____ NO ____

11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF _____ (Insert name) A LABOR ORGANIZATION, OF _____ (Insert address) SINCE _____ (Month, day, year)

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c) WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 5 ABOVE. (IF NONE, SO STATE.)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (Required only if Petition is filed by Employer)
None			

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

[illegible] (Petitioner and affiliation, if any)

Address [illegible] (Street and number, city, State, and ZIP Code)

[illegible] (Telephone number)

WILLFULLY FALSE STATEMENT ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. 2

General Counsel's Disposition: Identified _____ Received _____ Rejected _____

In the matter of _____

Date 10/21 Witness _____ Reporter _____

By Peace

GENERAL COUNSEL'S EXHIBIT 3

Form NLRB-502 (11-64)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R001.11

PETITION

DO NOT WRITE IN THIS SPACE

CASE NO: 2-RC-15513

DATE FILED: May 3, 1974

INSTRUCTIONS: File an original and four (4) copies of this Petition with the NLRB Regional Office in the District in which the employer concerned is located. If more space is required for any one item, attach additional sheets, numbering item accordingly.

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition: (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.)

Case type:

- ☐ RC—CERTIFICATION OF REPRESENTATIVES—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
- ☐ RM—REPRESENTATION (EMPLOYER PETITION)—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- ☐ RD—DECERTIFICATION—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- ☐ UC—UNIT CLARIFICATION—A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees. (Check one) ☐ Unit not previously certified. ☐ Unit previously certified in Case No. _____
- ☐ AC—AMENDMENT OF CERTIFICATION—Petitioner seeks amendment of certification issued in Case No. _____

(Specify below describing the specific amendment sought.)

2. Name of Employer	EMPLOYER REPRESENTATIVE TO CONTACT	PHONE NO.
[illegible] Company	[illegible] Antonia	593-5[illegible]32

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code)

[illegible] Broadway, New York, N.Y.

4a. TYPE OF ESTABLISHMENT (Factory, mine, wholesale, etc.)	4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE
Printing	Printing Rags

5. UNIT INVOLVED (In UC petition, describe PRESENT bargaining unit and attach description of proposed clarification.)

Included: All shipping employees, receiving, packers, map mounting employees plant clericals employed at the Employer's factory located at 1926 Broadway, N.Y.C.

Excluded: All office clericals, secretaries, cartographers, guards, watchmen and supervisors as defined in the Act.

6a. NUMBER OF EMPLOYEES IN UNIT: PRESENT 82; PROPOSED (BY UC/AC)

6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT? ☑ YES ☐ NO

*Not applicable in RM, UC and AC

(If box RM is checked box RC in 7 above, check and complete EITHER item 7a or 7b, whichever is applicable.)

7a. ☐ Request for recognition as Bargaining Representative was made on _____ (Month, day, year) and Employer declined recognition on or about _____ (Month, day, year) (If no reply received, so state)

7b. ☐ Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

NAME	AFFILIATION
ADDRESS	DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)

10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED? YES NO

11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF _____ (Insert name) A LABOR ORGANIZATION OF _____ (Insert address) SINCE _____ (Month, day, year)

12. OTHER INDIVIDUALS OR LABOR ORGANIZATIONS (OTHER THAN PETITIONER AND THOSE NAMED IN ITEMS 8 AND 11c) WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES AND KNOWN TO PETITIONER OR OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 5 ABOVE. (IF NONE, SO STATE)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (If unknown, date of Petition is filed by Employer)

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

(Signature and affiliation, if any)

(Title or office, if any)

(Address of representative or person making petition)

(Telephone number)

(Date)

WILLFULLY FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. 3
Date of Disposition: _____ Identified _____ Received _____ (Employer Rejected) _____
In the matter of SECTION 10(b) _____
Date 1-23-75 Witness _____ Reporter _____
No. Pages _____

BEST COPY AVAILABLE

80 GENERAL COUNSEL'S EXHIBIT 4(a)

EXCERPT FROM

TRANSCRIPT OF PROCEEDING

HEARING OFFICER: What is the position with respect to Mr. Glavina?

MR. HALPERN: He should be included, his authority is not as extensive as the other supervisors.

MR. WEIL: Excluded.

He is the supervisor of the shipping department.

Q. The office staff? A. There is no supervisor.

Q. No supervisor? A. No.

MR. HALPERN: We disagree.

HEARING OFFICER: Your position is?

MR. HALPERN: LaFarr is supervisor of the office and the managerial employee and that there are various other criteria why she should be excluded.

HEARING OFFICER: Does this take care of the work force?

MR. HALPERN: No, I don't believe that is entirely the case.

HEARING OFFICER: I am asking Mr. Weil.

MR. WEIL: I don't know what you mean by does this take care of the work force.

* * * * *

GENERAL COUNSEL'S
EXHIBIT 4B
EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS

* * * * *

MICHAEL SCIBELLI

* * * * *

Q. Who do you take orders from in normal day to day business? A. Mr. Glavina.

* * * * *

Q. Does Mike work with you doing the same kind of work? A. Yes.

Q. Mike Glavina? A. Yes.

MR. HALPERN: No further questions.

CROSS-EXAMINATION

BY MR. WEIL:

MR. WEIL: Off the record, I didn't catch the last name.

MR. HALPERN: Bergin, B-e-r-g-i-n.

Q. Mr. Bergin, when you were hired, you -- after you were hired, you were told to see Mike? A. Yes.

Q. What did he tell you to do? A. He told me to familiarize myself with the packing and if anything I confuse about, I don't know, to ask him.

Q. Ask him? A. Yes.

Q. Mr. Glavina? A. Right.

Q. Did you from time to time ask him? A. Yes.

Q. He told you what to do? A. Yes.

MR. WEIL: No further questions.

REDIRECT EXAMINATION

BY MR. HALPERN:

Q. Mr. Bergin, did other people tell you what to do from time to time, other people working in the department? A. Yes, sir.

Q. If you had problems did you go to others besides Mr. Glavina? Q. Yes.

MR. HALPERN: No further questions.

RECROSS-EXAMINATION

BY MR. WEIL:

Q. Mr. Bergin, who is your boss in the shipping department? A. Who is my boss?

Q. Yes. A. Well --

Q. Truth. A. Truth, yes. I can't say who is the boss. Everybody over there give me orders.

MR. WEIL: Thank you, Mr. Bergin.

HEARING OFFICER: Thank you, Mr. Bergin.

MR. HALPERN: Thank you, Mr. Bergin.

* * * * *

RADAMES MARTINEZ,

having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * * * *

Q. Does Mr. Glavina give you orders, tell you what to do? A. Yes.

* * * * *

MR. HALPERN: I will object to that.

Q. Mr. Martin you are under oath.

You know what that means? A. Yes.

Q. Who is your boss? Who is the boss of the shipping department?

Isn't it Mr. Glavina? A. I don't know who is the boss.

Q. You have been there a year and you can't tell me who is the boss? A. Everybody here is boss.

* * * * *

ROBERTO MARTINEZ,

having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * * * *

226 Q. Who is the foreman in the shipping department? A. I don't know.

Q. You don't know who the foreman is? A. No.

Q. You know what a foreman is? A. No.

Q. Boss. Who is the boss of the shipping department? Is it Mike Glavina? A. No.

Q. Who is? A. I can't answer that.

* * * * *

227 THE WITNESS: Michael Glavina.

* * * * *

228 Q. Mr. Glavina, you are an employee of American Map Company? A. I am working foreman.

Q. How long have you been working there? A. Close to four years.

* * * * *

239 Q. At the time that several of the girls in the office, a few months ago, started packing maps into plastic bags, how did that come about?

A. There was reason.

They were slow.

Q. Who was slow? A. In the office.

And, at that time I had a rush job inserting bags.

And it took two days.

* * * * *

242 Q. Isn't it true that on a day to day basis it is your job to direct the men in the shipping department, to tell them what to do and to see that they do it and to see that the work gets out?

A. Work altogether, yes, and I set the work.

Q. You tell them what to do.

You tell them what work to do and who to do it, do you not? A. I set it up for them.

Q. And you see that it is done and you direct them, do you not? A. Yes.

* * * * *

249 Q. You are not just standing around, you are always doing something? A. Right.

Q. Isn't this also true for Mr. Brown?

Doesn't Mr. Brown also pitch in? A. He does his wok on his side.

Q. Basically he does the same kind of work you do, in his department, supervise, but also pitches

250 in? A. He does his work.

He gets paid for it, plus commission.

Q. You get good pay for it, don't you?

You get the same pay as he does? A. I don't get any commission. I am not complaining about the pay.

Q. He makes commission, but you make quite a lot of overtime? A. But I got more duties than he got.

* * * * *

251 Q. Are you familiar with the work of Frank Lombardo? A. I see him working.

Q. He is also what you would call a working foreman? A. He is in charge of traffic.

Q. He is a working foreman? He does drafting hmmself? A. Yes, he works too.

Q. None of you fellows sit around and say you do this and do this?

You all pitch in and work? A. Yes.

* * * * *

301 HEARING OFFICER: A petition was filed in 1962 by Local 153, Office and Professional Union, OPE, Case 2-RC-12007 for a unit of all office and clerical employees excluding all other employees. There was a consent agreement for an election which the union lost, and the results were certified, 5/18/62.

* * * * *

GENERAL COUNSEL'S EXHIBIT 7

* * * * *

[June 28, 1974]

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Mary W. Taylor, a Hearing Officer of the National Labor Relations Board. The Hearing Officer's rulings made at the hearing are free from prejudicial error and hereby are affirmed.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to the Regional Director for Region 2.

Upon the entire record in this case, the Regional Director finds:

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. The labor organization involved claims to represent certain employees of the Employer.

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

4. Petitioner seeks to represent a unit consisting of all employees in the Employer's mounting and shipping and receiving departments, excluding all other employees, guards, watchmen and supervisors as defined in the Act. The Employer

contends, however, that the only appropriate unit must include not only the aforementioned employees, but also its clerical employees and its drafting department employees. The parties agree to exclude salesmen from the unit. The parties also are in disagreement over the supervisory status of three employees. Petitioner contends that Floyd Wesley and Louis Ercole are supervisors while the Employer contends they are not. On the other hand, the Employer would exclude Michael Glavina as a supervisor while the Petitioner would include him.[2] There is no history of collective bargaining for the employees involved herein.

The employer is engaged in the business of producing and selling maps. Generally, its production operation consists of altering already existing maps in accordance with customer specifications. The altered maps are printed by outside contractors and

---

[2]Petitioner, contrary to the Employer, also would exclude Barbara LaFarr as a supervisor of clerical employees. As I have decided, for the reasons stated below, to exclude all office clerical employees from the unit, and as LaFarr clearly is part of the office clerical staff, it is unnecessary to consider her alleged supervisory status or the further contention of Petitioner that certain of these employees are confidential. It also appears from the record that the Employer would exclude Tommy Smith as a supervisor in the mounting department, while the Petitioner would include him. In its brief, the Employer abandoned its contention in this regard, asserting that six other named individuals are the "only supervisors." As the record fails to establish that Smith possesses any of the supervisory authority recited in Section 2(11) of the Act, I shall include him in the unit. Finally, the parties agree that Frank Lombardo and LeRoy Brown should be excluded as supervisors in the drafting and mounting departments respectively.

returned for mounting on steel or wood backings by the employees in the mounting department. The finished product is shipped to customers by employees in the shipping and receiving department. It is the group of employees who perform the alteration work in the drafting department who are in issue.

The alteration process is carried out by draftsmen who take maps printed by various governmental agenices and revise, change or add to them to meet a customer's needs. In the main, this consists of making overlays for the maps, consisting of drawings which will be superimposed on the original map when printed. For example, a customer might wish to have a map describing its marketing area. In that circumstance an existing map is selected and the draftsmen prepare line drawn superimpositions that together with the original map will be printed as the final product. There are five employees in this department in addition to the supervisor, Mr. Lombardo.

It is clear from the record, that although labelled "draftsmen", the employees in the drafting department are not cartographers as they do not engage in map making as such, but merely make rather simple additions to maps already in existence. It does not appear from the record that any technical training is necessary to perform this function, and indeed the Employer has employed a cartoonist to do this work. The testimony discloses that the only necessary skill involved in this process is the ability to draw freehand. Though some of the employees

in the drafting department may have received schooling or training in drafting, it is not apparent from this record that they perform work which encompasses the usual drafting skills associated with that occupation, or that they perform any work which is creative in nature. Rather, on the record before me, I conclude that these employees perform work which is relatively routine in nature and which does not involve the use of technical or creative abilities in any real sense. Essentially, these employees and those in the mounting department together constitute the producers of the Employer's product. Accordingly, I shall include them all in the unit, there being no rational basis for treating them separately.[3]

With respect to the clerical employees, the evidence clearly contraverts the Employer's assertion that they are production clericals who should be included in the bargaining unit. The clerical employees are all located in the general office area of the Employer where they perform the usual and normal office clerical functions. They type

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[3]Cases relied on by Petitioner, such as, Doubleday & Co., 165 NLRB 325; Cal-Sample Printers, Inc., 156 NLRB 543; and Rein Co., 108 NLRB 598 are inapposite. Those cases, unlike the instant case, all involved companies in the printing industry where, because of the nature of that industry, the Board has traditionally considered printing department employees to constitute separate appropriate units even where other types of production and maintenance employees were employed by the companies.

invoices, letters and packing slips, bill customers, answer the phones, check customer credit, handle the mail, write up incoming orders, and price such orders consulting a company pricing list. Some of the clericals also answer customer complaints. Their working contacts with the unit employees are minimal at best, and there is no evidence of any interchange between this group of employees and the unit employees. The individuals who supervise the unit employees have no supervisory authority with respect to the clerical employees in dispute. A witness for the Employer testified that substantial proportions of the work of these clericals was related to production. His testimony was, however, conclusionary in nature and devoid of any factual basis aside from the fact that they had been assigned to bagging maps. However, this function was performed for the first time shortly before the hearing, encompassed about a one week period, and was done by the clericals at their desks in addition to their regular duties. Accordingly, I find that the disputed clericals are not production or plant clericals but rather are office clericals[4] who do not share a sufficient community of interest with the production and shipping employees to warrant their inclusion

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[4] The F. & M. Schaefer Brewing Co., 198 NLRB No. 49; Giordano Lumber Co., Inc., 133 NLRB 205; Diamond Mills Corporation, 123 NLRB 1796. It is the duties performed and conditions of employment that distinguish office from plant clericals and determine unit placement, and thus the Employer's contention that all clericals belong in the unit because their efforts are devoted to producing the Employer's product, is wide of the mark and contrary to established precedent.

in the same unit with these latter employees, absent agreement of the parties.[5] Therefore, I shall exclude the office clerical employees from the unit found appropriate herein.[6]

There remains for consideration the alleged supervisory status of Floyd Wesley, Louis Ercole and Michael Glavina.

Floyd Wesley, whom Petitioner contends is a supervisor, primarily functions in the routing of shipments. He has a desk in the general office area, but since most of his work involves shipping, he, unlike the other office clerical employees, spends a substantial amount of time working directly in the shipping area. In addition to this function, Wesley also handles customer complaints along with some of the office clerical employees. Wesley has no employees working directly under him although on occasion, he will go into the shipping area and instruct the employees therein to make shipments in the priority that he has established, or to unload a truck. He may also be called upon to unload trucks when they made delivery to the Employer's premises. The record does not persuade me that Wesley exercises supervisory authority as defined in Section 2(11) of the Act, or that he is able to affect the status of

---

[5] The Kroger Co., 204 NLRB No. 140; Beech Aircraft Corporation, 170 NLRB 1595.

[6] The office clerical employees currently employed by the Employer are Barbara LaFarr, Patricia Kraeger, Sharon Gilbert, Sandra Gonzalez, Patricia Brady, Juanita Adams, Doreen Bliss, Diane Bryant, and Stephanie Sims. Sims, at the time of the hearing, was apparently in temporary layoff status. Patricia Kraeger and Sharon Gilbert are personal secretaries to two of the Employer's officers.

any employee. Also, as his work directly is connected with the shipping function of the Employer, and he has substantial working contacts with the employees in the shipping and receiving department, I shall include him in the unit.

Louis Ercole, whom Petitioner would exclude as a supervisor, is one of five drafting department employees working under the supervision of Frank Lombardo. Although Ercole is salaried, the record fails to disclose any reason for this other than that he is an assistant in training. Presumably Petitioner intended to establish that Ercole is Lombardo's assistant in training to replace the latter, but the record fails to furnish any supporting details in this regard. While it does appear that Ercole will substitute for Lombardo in the latter's absence, the record again fails to disclose the frequency of such occurrence or whether Ercole performs any of Lombardo's supervisory duties during such periods. As the record discloses that he does not give orders to other draftsmen, as there is no evidence that Ercole can affect the status of any employee, and as there is no basis to conclude that he possesses any of the supervisory authority enumerated in Section 2(11) of the Act, I conclude that he is not a supervisor, and is eligible to vote. Moreover, I note that a contrary conclusion would place two supervisors in charge of four employees, a totally unrealistic and disproportionate ratio of supervisors to rank and file employees.

Michael Glavina, whom the Employer contends is a supervisor, is employed in the shipping department. Joseph P. Scali, the Employer's comptroller and office manager, testified that Glavina makes effective recommendations with respect to hiring and firing, that he interviews job applicants for the shipping department, that he effectively can recommend wage increases, and that he can authorize employees to take time off from work.

Glavina, on the other hand, sharply contested each of these assertions in his testimony. He described himself as a working foreman whose function merely is that of coordinating the work in the shipping department. He does concede, however, that he does direct the employees in this department as to their work, and that he corrects them when they make mistakes. He further conceded that he does move those employees around, assigning them to different tasks as needed, and that from time to time he is consulted by the Employer as to the job performances of the employees in his department. The evidence further establishes that although Glavina is hourly paid, his earnings are at least 50 percent more than the five other employees in the shipping department. The record discloses that the drafting and mounting departments are each headed-up by a person in charge, and it was stipulated that these persons are supervisors within the meaning of the Act.

In relation to the shipping department itself, the record establishes that apart from Glavina, there is no one else in charge of this department, and no

intermediate supervisor between Glavina and Joseph P. Scali, the Employer's comptroller. Moreover, the record does not disclose that Scali has any significant direct contact with the employees of this department, except through Glavina.

On the basis of the above, and in light of the evidence that Glavina responsibly directs the work of the employees in the shipping department, assigns them to their duties, is paid substantially more than the employees in his charge, and in view of the number of employees subject to his immediate direction, I find that Glavina is a supervisor within the meaning of Section 2(11) of the Act. I therefore shall exclude him from the unit.

The following employees of the Employer constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and part-time employees in the mounting, drafting and shipping and receiving departments employed by the Employer at its New York City location, excluding office clerical employees, sales employees, guards, watchmen and supervisors as defined in the Act.

DIRECTION OF ELECTION

An election by secret ballot will be conducted by the Regional Director for Region 2, among the employees in the unit found appropriate at the time

and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations.[7] Eligible to vote are those in the unit who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period and employees engaged in a strike who have been discharged for cause since the commencement thereof, and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have

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[7] In the event the Petitioner does not wish to proceed to an election in the unit found appropriate herein, it shall so notify the undersigned Regional Director by written notice within 7 days of the date of the issuance of this Decision.

been permanently replaced.[8] Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by Local 923, Retail, Wholesale & Department Store Union, AFL-CIO.[9]

/s/

Sidney Danielson, Regional Director
National Labor Relations Board
Region 2
26 Federal Plaza, Room 3614
New York, New York 10007

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[8] In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. Excelsior Underwear, Inc., 156 NLRB 1236; N.L.R.B. v. Wyman-Gordon Company, 394 U.S. 759. Accordingly, it hereby is directed that an election eligibility list, containing the names and addresses of all eligible voters, must be filed by the Employer with the Regional Driector, Region 2, within 7 days of the date of this Decision and Direction of Election. In order to be timely filed, such list must be received in the Regional Office, Federal Building, 26 Federal Plaza, Room 3614, New York, New York 10007, on or before July 5, 1974. The Regional Director will make the list available to all parties to the election. No extension of time to file this list will be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

[9] Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this decision may be filed with the Board in Washington, D.C. This request must be received by the Board in Washington by July 11, 1974.

GENERAL COUNSEL'S EXHIBIT 8

* * * * *

[July 2, 1974]

ERRATUM

On June 28, 1974, a Decision and Direction of Election issued in the above entitled case. Through inadvertance, the word "regular" was omitted before the phrase "part-time employees" in the unit description.

Accordingly, the unit description hereby is corrected to read as follows:

> All full-time and regular part-time employees in the mounting, drafting and shipping and receiving departments employed by the Employer at its New York City location, excluding office clerical employees, sales employees, guards, watchmen and supervisors as defined in the Act.

/s/ _____

Sidney Danielson, Regional Director
National Labor Relations Board
Region 2
26 Federal Plaza, Room 3614
New York, New York 1007

GENERAL COUNSEL's EXHIBIT 9

* * * * *

[July 10, 1974]

EMPLOYER'S REQUEST FOR REVIEW
OF REGIONAL DIRECTOR'S DECISION
AND DIRECTION OF ELECTION

Pursuant to Section 102.67 of the Board's Rules and Regulations, Series 8, as amended, American Map Company, Inc., the Employer herein, respectfully requests review of the Decision and Direction of Election issued in this proceeding by the Regional Director for the Second Region, dated June 28, 1974 on the following grounds:

1. That a substantial question of law or policy is raised because of a departure from officially reported Board precedent.

2. That the Regional Director's decision on a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party.

3. That the conduct of the hearing or any ruling made in connection with the proceeding has resulted in prejudicial error.

STATEMENT OF THE CASE

This is a representation proceeding in which the above petitioner seeks to represent approximately 11 employees in the shipping and mounting departments of the employer.

The employer, a New York corporation engaged in the production and distribution of maps, claims that the only proper unit is a plant-wide unit of all

production and shipping employees, including clericals, all of whom share a community of interest with the production and shipping employees.

FACTS

The employer is a small company of approximately 33 employees, including executives, engaged in the making and distribution of maps. It is located on one floor of a New York office building. The company has four basic departments and two employees engaged in sales. The departments are: mounting - five employees and a foreman; shipping - six employees and a foreman; drafting - five employees and a foreman; office - ten employees and an office manager.

The petitioner appears to have some success in organizing the shipping and mounting departments and no success in organizing the other employees. Therefore, the union seeks a unit of the mounting and shipping departments which comprise approximately one-third of the work force.

The petitioner in its first petition excludes all office personnel and seeks a unit of twelve employees (2-RC-16506). In its second petition it boldly seeks a unit of twenty-two employees and agrees to accept plant clericals (2-RC-16513). Clearly, the petitioner had different thoughts as to its extent of organization.

In the informal conference prior to hearing, the petitioner agreed that Doreen Bliss, Sandra Gonzalez and Juanita Adams should be part of the unit

(tr 316). At the hearing, its position again changed and now it appears once again that, according to petitioner there are no plant clericals.

The record will show that the proper unit must include all departments. Because of the small size of the company, every office employee spends the majority of his or her time doing work directly connected with production and customer service. A 33 employee company cannot afford the luxury of 10 executive secretaries and bookkeepers. Indeed, it does not have even one such employee.

THE RECORD

Supervisory Chain of Command

Joseph P. Scali, whose desk is located in the office area, is the office manager and also has second line control under the president of the drafting, shipping and mounting departments. The drafting, mounting and shipping departments each are headed by a foreman who is physically situated in that department (tr 10).

Clerical Employees

Every clerical employee works closely with and shares a community of interest with the employees in drafting, shipping and mounting.

Barbara La Farr: Miss La Farr takes orders, checks credit, types invoices, helps with routing (tr 94). Much of her job involves actual contact with shipping and mounting employees to determine the status of an order (tr 94,95). Eighty-five to ninety percent of her work is directly connected with work of the above nature and is thus integrated

with shipping, mounting and drafting (tr 95). She also checks customer complaints (tr 105). She has no office clerical function (tr 95).

Sandra Gonzales: Miss Gonzales takes orders and prices them, writes up mounting orders, completes invoices and splits invoices prior to mailing them out to the customer, types orders for shipping, checks freights bills to determine what the customer wants. She has little or no office clerical function. Almost all of her time is devoted to the above work which is integrated with the shipping and mounting functions (tr 96,97).

Juanita Adams: Miss Adams spends ninety-five percent of her time typing packing slips, and information and orders for the shipping and mounting departments (tr 97).

Doreen Bliss: Miss Bliss spends ninety-five percent of her time typing invoices and packing slips and completing and splitting invoices to mail to customers. She also helps in the bagging of maps kept in inventory (tr 98).

Diane Bryant: Miss Bryant is a regular part-timer who works an average of 12 to 15 hours each week. She spends sixty percent of her time in work connected with mounting, shipping and storing, such as bagging maps and mailing invoices (tr 99-100).

Stephanie Sims: Miss Sims is another regular part-timer. She spends almost all of her time in work connected with shipping and storage, such as bagging maps for inventory (tr 100).

Patricia Kreager: Miss Kreager takes orders, checks on orders in process, handles customer complaints. She also spends daily time in shipping and mounting as a part of her work (tr 101, 104). About seventy-five percent of her work is connected with the above functions (tr 102).

Pat Brady: Miss Brady takes orders, prices orders, handles customer complaints, checks credit and will visit the shipping and mounting areas as part of her job to locate orders. She also applies customer checks to their invoices (tr 107).

Sharon Gilbert: Miss Gilbert takes orders, writes orders, handles customer complaints and traces orders (tr 108). She will also visit the plant area on a day-to-day basis to check on orders (tr 109). About one-half of her time is spent on the phone with customers (tr 109).

All of the clerical, shipping, drafting and mounting employees share common supervision (tr 10), have common fringe beneifts, work the same hours, are paid on an hourly basis (tr 36-38), and share a common entrance and lunchroom (tr 67-68).

ARGUMENT

SUBSTANTIAL QUESTIONS OF LAW OR POLICY ARE RAISED BECAUSE OF DEPARTURES FROM OFFICIALLY REPORTED BOARD PRECEDENT

1 - Clerical Employees Should Not be Excluded From Such A Small Unit.

In a facility the size of the one at issue, the only appropriate unit should include all employees not excluded by the Act.

The employer has 27 non-supervisory employees including 10 employees who work in the "office area". The record shows that employees from the office area visit the shipping, mounting and drafting departments on a daily basis as part of their job functions.

Because of the small size of the employer, clearly all the employees share a community of interest and it would be improper to separate the clerical employees from the bargaining unit.

Furthermore, it is Board policy to include such clerical employees in a relatively small unit. Heck's Inc., 62 LRRM 1473.

2 - The Clerical Employees And The Other Department Form A Single Highly Integrated Process

All of the clerical employees do approximately the same work. Because of the small size of the company, everybody can do, and does, everyone elses job (tr 108, 109). A 33 employee company does not have the luxury of specialization.

The record shows the clerical work to be as follows: taking orders, pricing orders, checking on orders in process, handling customer complaints, typing and splitting invoices, typing packing slips and orders for shipping and mounting, routing orders to customers, packing maps for inventory, talking on the phone to customers and physically visiting the shipping and mounting rooms on a frequent and daily basis in the normal course of their duties.

In addition, Pat Kreager and Sharon Gilbert spend a small portion of their time on correspondence. Patricia Brady will also spend some of her time writing checks and payroll information. The actual payroll is prepared by the Chemical Bank. The record shows that the majority of the work performed by the above is the same as that performed by the clerical employees.

There are approximately 26 non-supervisory employees at the Company. The petitioner would claim that ten of these employees do office clerical work. Such a claim cannot be seriously considered.

In Scholastic Magazines Inc., 77 LRRM 1749, a fairly recent case, the Board dealt with almost the identical problem as the case at issue. That case involved a manufacturer and seller of paperback books. The union tried to separate clericals performing identical functions to employer's clericals from a unit of shipping employees.

The Board pointed out that, as here, the employer was engaged in a single highly integrated process; filling customer orders.

Furthermore, in numerous cases, the Board has held that clerical employees performing similar functions to the employer's clericals, should be included in an overall production and maintenance unit. Litton Industries of Maryland, 45 LRRM 1166; U.S. Postal Service, 82 LRRM 1049; William Furnace Co., 62 LRRM 1135.

CONCLUSION

On the basis of the foregoing, it is submitted that the Decision and Direction of Election of the Regional Director is clearly erroneous upon the facts and the prevailing law.

Accordingly, it is respectfully requested that the Regional Director's Decision and Direction of Election be reversed and the clerical employees be included in the unit.

Respectfully submitted,

FLOYD S. WEIL
Attorney for the Employer
6 East 45th Street
New York, N.Y. 10017

CERTIFICATE OF SERVICE

I hereby certify that a copy of the within Request For Review of Regional Director's Decision and Direction of Election was this 9th day of July, 1974, mailed by certified mail, return receipt requested, upon the following parties:

Sidney Danielson
Regional Director, Region Two
National Labor Relations Board, Room 3614
26 Federal Plaza
New York, N.Y. 10007

Gerald P. Halpern P.C.
Attorney for Petitioner
170 Old Country Road
Mineola, New York 11501

GENERAL COUNSEL'S EXHIBIT 10

REGION 2
N.L.R.B.

'74 JUL 26 AM 11:48

NEW YORK, NEW YORK

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[57134 EVDAE

222355 [13013 MSCEV435573

RAAUIJHZ RUEVDEL0008 2061925-UUUU--RUEVDAE.

FM ROBERT VOLGER DEP EXEC SECY NLRB WASH DC

TO RUEVDAE/3/FLOYD WEIL ESQ 6 EAST 45TH ST NEW YORK NY

TO RUEVDAE/3/GERALD HALPERN ESQ 170 OLD COUNTRY ROAD MINEOLA NY

TO RUEVDAE/3/NLRB REGION 2 NEW YORK NY

BT

RE AMERICAN MAP COMPANY INC 2-RC-16513 EMPLOYER'S REQUEST FOR REVIEW OF REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION IS HEREBY DENIED AS IT RAISES NO SUBSTANTIAL ISSUES WARRANTING REVIEW.

BY DIRECTION OF THE BOARD:

BT

BEST COPY AVAILABLE

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. 10
Disposition { Identified _____ Received ✓ Rejected _____
In the matter of _____
Date 10/31/74 Witness _____ Reporter _____
No. Pages

NNNN

[57134 EVDAE

GENERAL COUNSEL'S EXHIBIT 11

* * * * *

[September 4, 1974]

ORDER VACATING DIRECTION OF ELECTION
AND CANCELLING ELECTION
AND APPROVING WITHDRAWAL OF PETITION

On June 28, 1974, the Regional Director issued a Decision and Direction of Election in the above-entitled proceeding, upon a petition filed on May 8, 1974. Thereafter, an election was scheduled for July 29, 1974, which was postponed on July 26, 1974 to permit consideration of the unfair labor practice charge filed by Petitioner in Case No. 2-CA-13319. On August 20, 1974, a Complaint and Notice of Hearing in said unfair labor practice case issued against the Employer alleging, inter alia, the commission by the Employer of conduct constituting violations of Sections 8(a)(1) and (3) of the National Labor Relations Act and seeking the entry of a remedial order requiring the Employer to recognize and bargain with Petitioner. Such order, if granted, precludes the existence of a question concerning representation. Accordingly, I shall permit the withdrawal of the instant proceeding, subject to reinstatement by the Petitioner, if appropriate, upon final disposition of the aforesaid unfair labor practice case.

NOW THEREFORE IT IS ORDERED that the Direction of Election issued herein be, and it hereby is vacated; and the election heretofore directed and scheduled be, and it hereby is cancelled; and

IT FURTHER IS ORDERED that the Petitioner's request to withdraw its petition be, and it hereby is granted.

/s/ _____

Sidney Danielson, Regional Director
National Labor Relations Board
Region 2
26 Federal Plaza, Room 3614
New York, New York 10007

_____

GENERAL COUNSEL'S EXHIBIT 13

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST 42ND ST. NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

Employee's Signature Michael Sutelli Job Classification Cook First

Address 34-17 10[illegible] Ave

Print Name Michael Sutelli Home Phone 835-2755 Date May 2, 1977

C.C.I-44-0547

GENERAL COUNSEL'S EXHIBIT 14

MAY 24, 1974.

A Meeting Held AT Local 923
Union office of American Maid Co.
Attendence was as follow.

1. [redacted]
2. Tommy L. Smith
3. [redacted]
4. [redacted]
5. [redacted]
6. [redacted]
7. Michael Sabella.
8. Michael Glavina

A [redacted] VOTE FOR STRIKE
WAS TAKEN AND ALL PRESENT
VOTED FOR STRIKE.

VANCE DAVIS - STRIKE Captain
TOMMY SMITH. ASST STRIKE Captain
MAY 24, 1974.

GENERAL COUNSEL'S EXHIBIT 15

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 [redacted] 10035

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

Employee's Signature Tommy L Smith Job Classification Mounter

Address 10 Maple Pl. Bklyn., N.Y. 11225

Print Name Tommy L. Smith Home Phone 287-1529 Date MAY 3, 1974

267-82-0803

GENERAL COUNSEL'S EXHIBIT 16

Articles of merger between Local 585 R.W.D.S.U. A.F.L.-C.I.O., located at 130 West 42nd Street, New York City and Local 923 R.W.D.S.U. A.F.L.-C.I.O., located at 35 Union Square West, New York City.

Be it resolved that for mutual protection, growth, financial security and to better coordinate the organization of the unorganized, to expand a merger shall take place between the two local unions and such merger shall be effective on the 6th day of May, 1974.

It is agreed as follows:

1. The name of the merged unions shall be Local 923 R.W.D.S.U. A.F.L.-C.I.O.

2. The jurisdiction thereof shall be in the Retail and Wholesale, Manufacturing and Service establishments.

3. The merged unions shall be located at 130 West 42nd Street, New York City and shall add the necessary additional space as required and shall sign leases for said premises.

4. There shall be the following officers of the Union:

William Sklar	President
Bernard W. Freeman	Executive Vice-President Secretary-Treasurer
Patricia B. Dolan	First Vice-President
Frank De Angelo	General Organizer

5. The Executive Board of the merged union shall consist of five members from Local 923, one member from Local 923 Long Island division and five members from Local 585 plus the officers of this, the merged union.

6. The term of office for all officers and Executive Board members shall run to October 1, 1976.

7. All property, records, funds of each Local Union shall become the assets of the merged union.

8. All checks and other financial instruments shall require two signatures.

BEST COPY AVAILABLE

9. There exists in each Local union separate Funds with boards of trustees which pay Life and Health benefits. It is the intention of the merged union to merge the benefit fund and welfare fund of the respective unions including all assets and liabilities and to create a new board of trustees. Said board of trustees will incorporate management as well as union trustees. And a trust agreement will be agreed on at the time when it would be possible to merge the two funds.

10. There exists in each local union separate pension funds. It is the intention of the merged local to merge the pension funds into a self-insured fund for pension purposes and to modify the trust agreement as necessary. The pension trustees shall be reviewed and changes and additions made to the Board of Trustees so that a fund balanced equally of employer and union trustees shall be inaugurated.

11. There shall be made adjustments to salaries of the officers and staff of the merged union as has been agreed upon by the officers of the respective unions. All salaries, expenses, and other benefits shall be retroactive to the date of merger, May 6, 1974 and shall be paid when said funds are available.

12. The parties hereto enter into these articles of merger in good faith with the resolve to do all that is possible to make the amalgamation of the two locals succeed.

Agreed to on:

May 6, 1974

Witnessed by:

Bernard W. Freeman, Presider
Local 585

Witnessed by:

William Sklar, President
Local 923

GENERAL COUNSEL'S EXHIBIT 17

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

130 WEST 42ND ST.NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature Jose A. Largos Job Classification Packer

Address 216 West 100 St. Apt. 705

Print Name Jose' A. Largos Home Phone 666-7200 Ext 705 Date 5/7/74

584-10-3157

GENERAL COUNSEL'S EXHIBIT 18

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST 42ND ST. NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature Clyde F. Warren Job Classification POLY PACKER

Address 1059 BEDFORD AVE. BKLYN. N.Y. 11216

Print Name CLYDE FITZROY WARREN Home Phone ST9-1387 Date 5/7/74

S.C. 066-34-2756

GENERAL COUNSEL'S EXHIBIT 19

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes o any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature [redacted] Job Classification [redacted]

Address [redacted]

Print Name [redacted] Home Phone [redacted] Date 5/7/74

[redacted]

GENERAL COUNSEL'S EXHIBIT 20

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature - Carlos Bergin Job Classification Pastry Cook

Address ~~[redacted]~~ 555 Lincoln Pl Brooklyn NY

Print Name CARLOS BERGIN Home Phone 636-4967 Date 5/7/74

124 42367 ~~[redacted]~~

GENERAL COUNSEL'S EXHIBIT 21

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST [illegible] ST. NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature Vance Davis Job Classification Packer

Address 945 East 18 St Brooklyn NY 11461

Print Name VANCE DAVIS Home Phone 230-52-6085 Date 5,7,74

GENERAL COUNSEL'S EXHIBIT 22

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST 42ND ST NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

Employee's Signature Nicholas A. Ambrose Job Classification

Address 9518 Ave B Brooklyn N.Y. 11236

Print Name Nicholas A. Ambrose Home Phone 091-32 2971 Date 5.7.74

GENERAL COUNSEL'S EXHIBIT 23

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST 42ND ST.NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes, as I might, or could do, if personally present.

Employee's Signature Ronald Coleman Job Classification [redacted] packing

Address 70 Lenox ave

Print Name [redacted] Home Phone —— Date 5/7/77

Ronald Coleman 123-45 8694

GENERAL COUNSEL'S EXHIBIT 24

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

~~[redacted]~~

130 WEST 42ND ST.NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

Employee's Signature ..... Job Classification .....

Address .....

Print Name ..... Home Phone ..... Date .....

GENERAL COUNSEL'S EXHIBIT 25

CULINARY WORKERS UNION of NEW YORK

Local 923, R.W.D.S.U., A.F.L.-C.I.O.

[redacted]

130 WEST 42ND ST NY 10036

APPLICATION FOR MEMBERSHIP

I hereby apply for membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation.

I do hereby irrevocably designate, authorize and empower this Local Union (923) exclusively, to appear and act for me and in my behalf before any board, court, committee or any other tribunal in any matter affecting my status as an employee or as a member of this Local Union and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of my grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship, as fully and to all intents and purposes as I might, or could do, if personally present.

Employee's Signature R Adames Martinez Job Classification waiter

Address 162 W 85st

Print Name RADAMES MARTINEZ Home Phone Date 5,7,74

077-42-2224

GENERAL COUNSEL'S EXHIBIT 26

REGION 2
'74 MAY 8 PM 3 NLRB
NEW YORK, NEW YORK

NATIONAL LABOR RELATIONS BOARD
SECOND REGION
FEDERAL BUILDING, 36th FLOOR
26 FEDERAL PLAZA, ROOM 3614
NEW YORK, NEW YORK 10007

Received of Culnary Workers Union of New York, Local 923, R.W.D.S.U., AFL-CIO

11 Union cards which are submitted in connection with

American Map

representation case.

DATED May 8, 1974

National Labor Relations Board
Second Region

By: J. A. Menzies

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. GC 26
Disposition { Identified / Received / Rejected
In the matter of _____
Date 5/31/74 Witness _____ Reporter _____
No. Pages

GENERAL COUNSEL'S EXHIBIT 27

western union Mailgram

UNITED STATES POSTAL SERVICE U.S. MAIL

MGMNYAT MSA
2-012356E129002 05/09/74
ICS IPMMTZZ CSP
1 2122211210 MGM TDMT NEW YORK NY 05-09 1049A EDT
ZIP 10036

LOCAL 923
130 WEST 42ND ST
NEW YORK NY 10036

THIS MAILGRAM IS A CONFIRMATION COPY OF THE FOLLOWING MESSAGE:

2122211210 TDMT NEW YORK NY 43 05-09 1049A EDT
PMS AMERICAN MAP CO, ATTN LEW ANDREWS, DLR
1926 BROADWAY
NEW YORK NY 10019
PLEASE BE ADVISED THAT WE REPRESENT A MAJORITY OF YOUR EMPLOYEES. WE SUGGEST THAT YOU CONTACT OUR UNION LOCAL 923 CULINARY WORKERS OF NEW YORK H.W.D.S.U. AFL-CIO FOR THE PURPOSE OF ARRANGING A MEETING TO NEGOTIATE THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT
PATRICIA B DOLAN VICE PRESIDENT

11:05 EDT

MGMNYAT MSA

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. GC-27
Disposition { Identified / Received / Rejected }
In the matter of _____
Date 10/31/74 Witness _____ Reporter
No. Pages 1

GENERAL COUNSEL'S EXHIBIT 30

MAIL THIS CARD IMMEDIATELY

LOCAL 585, R.W.D.S.U., A.F.L.-C.I.O.

130 WEST 42nd STREET NEW YORK 36, N. Y. Tel. CH. 4-0847

I hereby request and accept membership in the above named Union, and designate the aforesaid Union as my sole and exclusive collective bargaining agent and authorize it to represent me and in my behalf to negotiate and conclude all agreements as to wages, hours and all other conditions of employment. I have read this card carefully and enter into it of my own free will. No promise or representation whatsoever has been made to me to induce me to sign this card.

Name in Full (Print) Nicholas A. Ambrose Date of Birth Dec. 30. 1940

Home Address 8818 ave B Borough Brooklyn N.Y.

Place of Employment American Manc'ag Home Phone 279-9182

Department Shipping Position Type of Work

Signature Nicholas A. Ambrose How Long Employed 11 yrs

(Sign—Do Not Print)

Date May 1. 1954 Hours Worker Per Week 37½

Do not fail to fill in date

Salary—Per Week 94 00 Per Hour

446 ALL NAMES KEPT CONFIDENTIAL

Postage Will be Paid by Addressee

No Postage Stamp Necessary If Mailed in the United States

BUSINESS REPLY CARD

First Class Permit No. 11693, New York, N. Y.

LOCAL 585, R.W.D.S.U., A.F.L.-C.I.O.

130 WEST 42nd STREET

NEW YORK 36, N. Y.

NATIONAL LABOR RELATIONS BOARD

Docket No. ___ OFFICIAL EXHIBIT No. ___

Identified

Received

Rejected

Disposition

In the matter of

Date

Witness

No. Pages

GENERAL COUNSEL'S EXHIBIT 31

RC-RM-RD

UNITED STATES OF AMERICA

NATIONAL LABOR RELATIONS BOARD

Type of Election

- [x] CONSENT AGREEMENT
- [ ] STIPULATION
- [ ] BOARD DIRECTION
- [ ] RD DIRECTION

Case No. 2-RC-12007

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. GC-31 Petitioner

Disposition: Identified ✓ Received _____ Rejected _____

In the matter of _____

Date 11-15-62 Witness _____ Reporter _____

No. Pages

CERTIFICATION OF RESULTS OF ELECTION

An election having been conducted in the above matter by the undersigned Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that no collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the National Labor Relations Board,

IT IS HEREBY CERTIFIED that a majority of the valid ballots has not been cast for any labor organization appearing on the ballot, and that no such organization is the exclusive representative of all the employees, in the unit herein involved, within the meaning of Section 9(a) of the National Labor Relations Act.

Signed at [illegible], New York
On the [illegible] day of November, 1962

On behalf of

NATIONAL LABOR RELATIONS BOARD

JOHN C. McLEOD

Regional Director for National Labor Relations Board — Region

NLRB 707
(11-60)

UNITED STATES
NATIONAL LABOR R

NOTICE OF

RIGHTS OF EMPLOYEES

Under Section 7 of the National Labor Relations Act, employees have the right to self-organization; to form, join, or assist labor organizations; to bargain collectively through representatives of their own choosing; and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

PURPOSE OF ELECTION

An election by secret ballot will be conducted, under the supervision of the Regional Director of the National Labor Relations Board, among the eligible voters described herein, to determine the representative, if any, desired by them for the purpose of collective bargaining with their employer.

SECRET BALLOT

The election will be by SECRET ballot. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to the Regional Director or his agent in charge of the election. Your attention is called to Section 12 of the National Labor Relations Act:

> ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN $5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

An agent of the Board will hand a ballot to each eligible voter at the voting place. The voter will then mark his ballot in secret in a voting booth and fold it. The voter will then personally deposit the folded ballot in a ballot box under the supervision of an agent of the Board. A majority of the valid ballots cast will determine the results of the election.

Incorporated herein, for your information only, is a copy of the official ballot.

AUTHORIZED OBSERVERS

Each of the interested parties may designate an equal number of observers, this number to be determined by the Regional Director or his agent in charge of the election. These observers will (a) act as checkers at the voting place and at the counting of ballots, (b) assist in the identification of voters, (c) challenge voters and ballots, and (d) otherwise assist the Regional Director or his agent.

ELIGIBILITY RULES

Employees described under VOTING UNIT in this Notice of Election who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off and employees in the military service of the United States who appear in person at the polls shall be eligible to vote. Employees who have quit or been discharged for cause since the designated payroll period and employees engaged in a strike who have been discharged for cause since the commencement thereof, and who have not been rehired or reinstated prior to the date of the election, and employees engaged in an economic strike which commenced more than 12 months prior to the date of the election and who have been permanently replaced, shall not be eligible to vote.

CHALLENGE OF VOTERS

The challenge of a voter MUST be made before the voter has deposited his ballot in the ballot box.

INFORMATION CONCERNING ELECTION

The Act provides that only one valid representation election may be held in a 12-month period. Any employee who desires to obtain any further information concerning the terms and conditions under which this election is to be held or who desires to raise any question concerning the conduct of an election, the voting unit, or eligibility rules may do so by communicating with the Regional Director or his agent in charge of the election.

BEST COPY AVAILABLE

THIS IS THE ONLY OFFICIAL NOTICE OF THIS E

OF AMERICA
LATIONS BOARD

ELECTION

5-2-62
CONSENT
2-RC-12007

EMPLOYEES OF: AMERICAN MAP CO. - NEW YORK, N. Y.

VOTING UNIT

INCLUDED: Bookkeepers, billing clerks, switchboard operators, order clerks, draftsmen, mounters, shipping and receiving clerks, and salesmen, who were employed during the payroll period ending APRIL 24, 1962.

EXCLUDED: Confidential employees with respect to labor relations, retail outlet employees, watchmen, guards and supervisors as defined in the Act.

TIME & PLACE OF ELECTION

DATE: THURSDAY, MAY 10, 1962 TIME: 5:15 PM - 5:45 PM

PLACE: DISPLAY ROOM - COMPANY PREMISES
3 WEST 61st STREET
NEW YORK, N. Y.

UNITED STATES OF AMERICA
National Labor Relations Board
OFFICIAL SECRET BALLOT
FOR CERTAIN EMPLOYEES OF
AMERICAN MAP CO. NEW YORK, N. Y.

SAMPLE

Do you wish to be represented for purposes of collective bargaining by -

OFFICE EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO ?

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

YES	NO
☐	☐

DO NOT SIGN THIS BALLOT. Fold and drop in ballot box.
If you spoil this ballot return it to the Board Agent for a new one.

AND MUST NOT BE DEFACED BY ANYONE

GENERAL COUNSEL'S EXHIBIT 31(a)

CONTROL BREAKDOWN (FOR CLIENT USE ONLY)

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	DISCOUNT	AMOUN
5/11/74	61425	61514	5,645.07							
5/4/74	61515	61562	3,779.73							
5/6/74	61563	61634	2,370.93							
5/5/74	61635	61662	996.73							
5/6/74	61663	61676	746.42							
5/8/74	61677	61723	8,491.98							
5/11/74	61724	61754	1,139.10							

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	Discount	AMOUNT
3/3/74	61755	61839	4,713.96							
3/13/74	61840	61915	3,125.04							
3/14/74	61916	61964	2,097.04							
3/14	61965	62039	4,533.37							
3/19/74	62040	62096	2,105.98							
3/19/74	62097	62159	6,640.80							
3/20/74	62160	62203	1,717.47							
3/21/74	62204	62299	6,294.17							
3/22/74	62300	62347	3,344.90							
3/25/74	62348	62383	1,243.16							
3/26/74	62384	62439	3,985.73							
3/27/74	62440	62450	1,079.12							
3/28/74	62451	62503	6,057.35							
3/2	6250	6250	1,164.56							
SUB TOTAL =			$54,107.45							
CORRECTIONS RE ENTERED =			3,945.71							
TOTAL =			$51,053.16							

USE SP

GENERAL COUNSEL'S EXHIBIT 33

CONTROL BREAKDOWN (FOR CLIENTS USE ONLY)

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	Discount	AMOUNT
4/1/74	62633	62691	1669.66							
4/1/74	62694	62757	3094.67							
4/1/74	62758	62811	201478							
4/1/74	62812	62883	497163							
4/1/74	62884	62963	1106918							
4/1/74	62964	63006	217288							
4/1/74	63007	63044	197305							
4/1/74	63045	63056	215065							
SUB TOTAL =			2911650							
CORRECTIONS RE-ENTERED =			42145							
TOTAL =			2953795							

USE SP

Gen Counsel's Ex 33
~~Def Ident~~ Evid
11/20/74
JT

CONTROL BREAKDOWN (FOR CLIENTS USE ONLY)

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	[illegible]	AMOUNT
9/11/74	63057	63146	6,976.42							
9/15/74	63147	63239	4,381.03							
[illegible]	63240	63325	3,012.94							
[illegible]	3326	63365	2,366.71							
[illegible]	63366	63438	6,349.88							
[illegible]	63439	63540	6,838.36							
9/20/74	63541	63599	2,541.31							
9/23/74	63600	63631	2,182.22							
[illegible]	63632	63693	5,062.67							
[illegible]	63694	63777	4,642.97							
[illegible]	63778	63883	7,054.47							
[illegible]	63884	63918	1,162.86							
[illegible]	63919	63979	3,563.43							

SUB TOTAL = 55,135.27

CORRECTIONS RE-ENTERED = 501.38

TOTAL = 55,636.65

USE SI

GENERAL COUNSEL'S EXHIBIT 34

CONTROL BREAKDOWN (FOR CLIENT'S USE ONLY)

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	[illegible]	AMOUNT
11/1/74	63850	64017	1636 49							
11/1/74	64000	64127	7145.14							
11/1/74	64128	64205	2847.56							
11/1/74	64206	64274	3654.29							
11/1/74	64280	64314	1968.90							
11/1/74	64330	64383	358.58							
11/9/74	64354	64483	7650 87							
11/10/74	64484	64532	1993.88							
11/13/74	64533	64598	5344 17							
11/13/74	64599	64655	2755.41							
11/13/74	64656	64704	1498 99							
SUB TOTAL = 38 554.28										
CORRECTIONS RE-ENTERED = 1,862.65										
TOTAL = 40,416 93										

USE SP

Gen Counsels
EX 34 in evid
~~Not relevant~~
11/20/74
ALP

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	Disc.	AMOUNT
5/16/74	64705	64809	8,446.29							
5/17/74	64810	64865	2,964.01							
5/20/74	64866	[illegible]	2,328.73							
	[illegible]	[illegible]	1,436.41							
[illegible]	[illegible]	[illegible]	2,205.03							
5/23/74	64965	65052	3,668.60							
5/24/74	65053	65093	2,844.69							
5/30/74	65096	65240	4,113.44							
5/31/74	65241	65364	5,028.29							
SUB TOTAL = 33,038.49										
CORRECTIONS RE-ENTERED = 266.71										
TOTAL = 33,305.20										

USE SP

GENERAL COUNSEL'S EXHIBIT 35

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	Diners	AMOUNT
6/3/74	65365	65467	2,891.33							
6/4/74	65468	65556	2,545.99							
6/5/74	65557	65734	8,964.11							
6/6/74	65735	65847	4,184.88							
[illegible]	[illegible]	65939	1,522.77							
6/10/74	65940	66239	8,232.42							
6/11/74	66230	66334	3,208.90							
6/12/74	66335	66384	2,125.72							
6/13/74	66385	66464	7,060.12							
6/14/74	66465	66563	6,637.12							
6/17/74	66564	66668	3,497.06							
SUB TOTAL =			$3870 4X							
CORRECTIONS RE-ENTERED =			15 x 1							
TOTAL =			$3885.63							

USE SI

Gen Counsel's Ex 35
In evid
11/24/74
NP

CONTROL BREAKDOWN (FOR CLIENTS USE ONLY)

LEAD 1 (CHARGES)				LEAD 2 (CREDITS)				LEAD 3 (CASH)		
DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	REFERENCE NOS. FROM	TO	AMOUNT	DATE	Dian	AMOUNT
	66669	66702	8942.54							
	66705	66741	2814 39							
	66742	66799	4053 49							
	66800	66827	3408 93							
	66828	66931	2106. 78							
	66932	67002	3156 90							
	67003	67057	2244.62							
	67058	67146	7,852.58							
	67149	67217	10,753.24							
SUB TOTAL =			46,036 47							
CORRECTIONS RE-ENTERED =			140 15							
TOTAL =			46,176.62							

USE SI

GENERAL COUNSEL'S EXHIBIT 36

General Counsel's Ex 36 in evid for ident 11/20/74 JP

AMERICAN MAP COMPANY, INC

The following list shows those people working in the mounting and shipping departments prior to the strike which took place on May 28 together with a list of their replacements:

MOUNTING DEPARTMENT

Prior to the Strike	Replacements Hired
L. Brown, Foreman	L. Brown, Foreman
T. Smith, mounter	C. Clark, mounter
T. Joseph, mounter (returned)	T. Joseph, mounter (returned)
R. Martinez, mounter	R. Jefferson, mounter
R. Martinez, packer	L. Simmons, packer
J. Vargas, packer	---

One mounter returned since his job was available.

SHIPPING DEPARTMENT

Prior to the Strike	Replacements Hired
M. Glavina, Foreman	E. Quildon
N. Ambrose	G. Jones
V. Davis	W. McClean
C. Warren (returned)	C. Warren (returned)
R. Coleman	R. Reiche
M. Scibelli	S. Jackson
C. Bergin	

One employee in shipping returned since his job was available. The replacements in the Shipping Department are doing all phases of the Shipping and Receiving operation.

GENERAL COUNSEL'S EXHIBIT 37

AMERICAN MAP COMPANY, INC.

General Counsel's
Ex 37
Card for Identification
11/24/74
WP

Interpreter

Spanish Academy for Languages and Translations
135 West 58th Street
New York, New York 10019

ATTENTION: Mr. J. Marques, Apt. 8D

Tel: 245-3299

Ms. Stephanie Syms
24 Monument Walk
Brooklyn, New York 11205

Tel: 237-0755

REPLACEMENTS	DATE HIRED
C. Clark	5/30
R. Jefferson (146-40 105th Avenue Jamaica, N.Y. 11435)	6/3
L. Simmons	5/31
E. Quildon	5/28
G. Jones	6/3
W. McClean	5/31
R. Reiche	5/28
S. Jackson	6/3

Note: All interviewing and hiring took place during the period between 5/28 and 6/3.

BEST COPY AVAILABLE

Exhibit "B"

GENERAL COUNSEL'S EXHIBIT 39

MAIL THIS CARD IMMEDIATELY

LOCAL 585, R.W.D.S.U., A.F.L.-C.I.O.

WEST 42nd STREET NEW YORK 36, N. Y. Tel. CH. 4-0847

I hereby request and accept membership in the above named Union, and designate the aforesaid Union as my sole and exclusive collective bargaining agent and authorize it to represent me, and in my behalf to negotiate and conclude all agreements as to wages, hours and all other conditions of employment. I have read this card carefully and enter into it of my own free will. No promise or representation whatsoever has been made to me to induce me to sign this card.

Name in Full TONY JOSEPH (Print)

Home Address 3 NICE COURT

Place of Employment AMERICAN MAIL

Department MOUNTING Position

Signature Tony Joseph

Date 5/1/[illegible] (Sign—Do Not Print)

Do not fail to fill in date

Date of Birth 7/4/52

Borough BROOKLYN

Home Phone 775 6905

Type of Work MAIL'S MOUNTING

How Long Employed 1 YEAR

Hours Worker Per Week 36 hours

Salary—Per Week $90 Per Hour $2.25

ALL NAMES KEPT CONFIDENTIAL

No Postage Stamps Necessary If Mailed in the United States

Postage Will be Paid by Addressee

BUSINESS REPLY CARD

First Class Permit No. 11693, New York, N. Y.

LOCAL 585, R.W.D.S.U., A.F.L.-C.I.O.

130 WEST 42nd STREET

NEW YORK 36, N. Y.

GENERAL COUNSEL'S EXHIBIT 40

Tony Joseph

TONEY JOSEPH

GC 40

RESPONDENT'S EXHIBIT 1

PLEASE DO NOT PATRONIZE

AMERICAN MAP CO. INC

1926 B'WAY

NON UNION

REFUSES TO BARGAIN

LOCAL 923 AFL-CIO

RWDSU

NATIONAL LABOR RELATIONS BOARD

130 W. 42 ST. CH4-0847

PROMPT SIGNS SERVICE IN

RESPONDENT'S EXHIBIT 2A

State of New York }
County of New York } ss

Tommy Smith, being duly sworn, deposes and says

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. E-24
Disposition: Received _____ Rejected _____
In the matter of _____
Date 12-3-74 _____
No. Pages _____

(1) I reside at 10 Marie Street, Apartment D-6, Brooklyn, New York 11225.

(2) My home telephone number is (212) 287-7529.

(3) I was employed by American Tobacco Company, hereinafter called the Company, located at 1926 Broadway, New York, New York. I had been employed about four years in the shipping department as a

(2)

myself

(4) On or about May 1, 1974 I signed a card for Local 923, Retail, Wholesale, Department Store Union, hereinafter called the Union.

R.M. (5) On or about May 16, 1974 - I recall, it was about the day when Michael Sciacca, a fellow employee was laid off - Leroy Brown, the gentleman department manager spoke to myself and a group of other employees. The employees

(3)

meeting included
Roger Martinez;
Radames Martinez, Tony
Joseph and Jose Yzaguirre.
The group meeting
ended about 3:00 -
3:30 pm. The meeting
departed and didn't
recall any other foreign
or Company known
meeting - although the
meeting departed -
with a report of ~~[illegible]~~
~~[illegible]~~
the ~~[illegible]~~ departed
Benny told us that
he and the other
[illegible] foreigners had just been

(4)

called up to Mr. Andrews'
office - Andrews - the
Company president - and
he said they told to tell
us up to talk about
the Using my Company
for Bruny they told
us that if the Using
did up to pay the
electric we would all
be fired. I say to
him why to walk
electric and fired
He they told us that
even to we always
with the Company com-
pany workers had tried
to get a Using in, but

⑤

that the Union and the electing and all these workers and every friend. He then told us that we wouldn't be able to win this election.

R. 141 ⑥ On [redacted] June 4 (which was the day of the primary) 1974 myself and a group of fellow employees went to the Company-owned store on the sixth floor to speak with workers. We had only been there a short while and had talked to six workers when Company officials came and told us that we were trespassing and

(6)

[illegible] The [illegible]
[illegible] [illegible] [illegible]
[illegible] starting time for
work. I believe the
[illegible] - Sandra
Conrad [illegible] with
[illegible] told the
talking for the group
of employees. I told
Allen that we had
[illegible] work.
Allen said that
we had the key
[illegible] and that
there was no job
[illegible]. That was the
extent of the discussion
[illegible] the employees

BEST COPY AVAILABLE

(7)

they left Anderson did not make anything at that time of the day, or any meeting, or any meeting we attended, or of the N.C.N.D. group. The only people in the group included: [redacted] [redacted]; Roberto Martinez, Rosanne Martinez, Carlos Berain; Michael Scarcelli, Nicholas Andrese, Tony Joseph, Jose Varcas and Michael Gerina.

(7) Myself and the other workers told them stating reasons of with the cutoff of Michael

(a)

Search and the damage
of Michael Graves which
we all felt were
unlawful

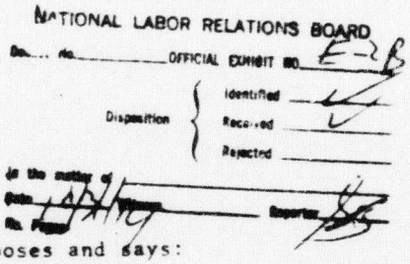
I have read the above,
consisting of eight, typewritten
and my own under oath,
that to the best of my
knowledge and belief, it
is true

/s/ Tommy L. Smith

Subscribed and sworn
to before me in New
York, New York this
24th day of June, 1974.

[illegible]
N.C.S.B. Agent

RESPONDENT'S EXHIBIT 2B



STATE OF NEW YORK)
)
) SS:
COUNTY OF NEW YORK)

TOMMY SMITH, being duly sworn, deposes and says:

1. This statement is given to supplement the statement given by me on June 24, 1974 to the N.L.R.B. agent taking this statement.

2. On Friday, May 17, 1974, MICHAEL SCIBELLI, was laid off by the American Map Company, hereinafter called the Company. This was at the end of the work day, about 4:30 P.M. or so. After work all the employees who were involved with ~~IMM~~ Local 923, R.W.D.S.U., hereinafter called the Union, met with Scibelli downstairs in the lobby of the 1926 Broadway building in which the Company is located. This would include about ten employees, including myself, MICHAEL GLAVINA, VANCE DAVIS, ROBERTO MARTINEZ, RADAMES MARTINEZ, CARLOS BERGIN, NICHOLAS AMBROSE and RONALD COLEMAN. Scibelli told us that he had been told that he was laid off because work was slow. The employees discussed whether work was really that slow, but we decided that ther- was very little that could be done about Scibelli's layoff since it would be difficult to contest the reason for his layoff that was given to him. During this group session there was no mention, as best I can recall, of going out on strike or picketing in protest of Scibelli's layoff.

3. Between Friday, May 17th and the following Thursday, May 23rd I do not recall any discussion of striking or picketing over Scibelli's layoff, although his layoff was mentioned a few times. There were no further group sessions of the sort described immediately above regarding Scibelli's layoff between ~~IMM~~ Friday the 17th and Thursday

For example we discussed that Scibelli was the lowest in Seniority and that if work was slow the layoffs would probably be by seniority.

the 23rd.

4. On Thursday, May 23, 1974 MICHAEL GLAVINA was fired by the Company. He was fired at the end of the work day, about 4:00 or so as I understand it. After work that day Glavina met with the same group of employees mentioned in paragraph 2 above. I don't believe Scibelli was there however. Glavina told us that he had been told by ANDREWS, the Company President, that he was fired because [redacted] and because he had joined and helped the Union. The employees discussed the fact that right after Glavina had left about 4:00 or so, FLOYD WESLEY, the Company employee who ordinarily keeps the orders for shipment flowing, came out to the bin in the work area where the orders are usually filed to be filled and he had a stack of many orders which he put in the bin to be filled. From all that we - the employees - could tell it looked like many orders had been held up in the office for several days and that right after Glavina was let go, in part because [redacted] the orders were filed to be filled. I don't recall exactly who it was that suggested it but the consensus was that the Company was going to bounce us one at a time. We said then that it looked now like Scibelli's lay off wasn't because work was slow, but that it was because he was involved with the Union too. We decided that we would have to do something, although nothing specific was suggested. I do not recall at this group session any mention being made of striking or picketing over either Scibelli's or Glavina's termination or for any other reason. We decided to meet again the next day sometime and decide what exactly we could do.

5. On Friday, May 24th it was passed around by word of

(3)

mouth that we would meet at the office of the Union after work to decide what to do. Although some remarks might have been made during the workday Friday about Scibelli's or Glavina's termination I do not recall any mention during the work day about striking or picketing. I do not know of any group session of the sort described in the paragraphs above. After work, at about 5:30 P.M. the employees named in paragraph 2 above - at least most of them as I recall - did meet at the Union office.' SIDNEY GRUND, PAUL WAITES and the Union President, WILLIAM SKLAR, were there. Sklar did most of the talking. The meeting lasted about a half hour. He mentioned that Scibelli and Glavina had been let go by the Company. I don't recall whether he or one of the other Union representatives or one of the employees first raised it, but the option of our going out on strike was mentioned. It was decided that a hand vote should be taken on whether we wanted to strike. Sklar asked that all those in favor of striking raise their hands. All the employees raised their hands. I do not think he said anything about all those in favor of striking over any specific thing raise your hand. I don't recall any mention being made during this meeting of the remarks that had been made to the employees by LE ROY BROWN as described in paragraph 5 of my June 24th statement. Remarks were made during the meeting that we wanted the Union to get in the Company for our protection. It was decided that we would strike the next working day, which was Tuesday, May 28th since Monday was a holiday.

6. I did strike and picket on Tuesday, May 28th through and including Friday, May 31st. I was not paid for picketing. The other employees named in paragraph 2 above picketed also. There were several signs which were carried, but they all stated the same thing: 'Please Do Not Patronize American Map Co. Inc. 1926 Broadway Non Union Refuses To Bargain Local 923 AFL-CIO RWDSU 130 W. 42 St.

It was also discussed that we had thought before that nothing could be done about Scibelli's layoff because he was the lowest in seniority but that with Glavina's firing it was obvious seniority was no

(04 0817" I know the language on the sign because I am looking at one of the signs we used as I am reading this statement.

7. On Monday, June 3rd we did not picket because we - the employees attended a hearing at the N.L.R.B. On Monday and on Tuesday, June 4th before work we talked about whether there was any point in continuing our strike and picketing because we had seen the week before that the Company was able to get their goods in and out of the building anyway. We decided that our picketing and strike was not hurting the Company so we decided to go back to work. That is when the group of employees ~~I~~ went up to the Company's premises as described in paragraph 6 of my June 24th statement.

8. My understanding of why I and the other employees were striking was and is that we wanted the Union in the Company to protect us, we all felt that the Company was going to fire us one at a time if we didn't protest, and we felt that Scibelli and Glavina had been terminated unlawfully because they helped the Union instead of because work was supposedly slow. We were striking and picketing for all these reasons and not just one or the other.

9. We did not picket after we spoke to Andrews as a group on June 4th as described in paragraph 6 of my June 24th statement because after we left the Company's premises we met in the lobby downstairs and decided that there would be nothing gained in doing so. Paul Waites of the Union was waiting for us downstairs and felt that we were right in waiting to see what happened as the days went by instead of continuing picketing.

I have read the above, consisting of four pages and the page upon which my signature is and say

BEST COPY AVAILABLE

Subscribed and sworn to before me
at New York, New York this 11th day
of July, 1974.

N.L.R.B. Agent

RESPONDENT'S EXHIBIT 4

No. 19 PAY EN 5-10-74

NAME Stephanie Sims

REG. TIME HRS. _____ RATE _____ AMT. _____

OVERTIME HRS. _____ " _____ " _____

" _____ " _____ TOTAL EARNINGS _____

F.I.C.A. _____

INS. _____

" _____ TOTAL DEDUCTIONS _____

NET _____ AMOUNT DUE _____

3 1/2 hr

	1st DAY	2nd DAY	3rd DAY	4th DAY	5th DAY		
	3 1/4	3 1/2	3 1/4	3 1/2			

RESPONDENT'S EXHIBIT 5

SHIPPING VOLUME SCHEDULE FROM INVOICE BOOKS OF COMPANY

MONTH	TOTAL COST AND NUMBER OF ORDERS PROCESSED BY SHIPPING & RECEIVING DEPTS.		NUMBER OF EMPLOYEES IN SHIPPING DEPT.
APRIL '73	$ 78,648.41	1054	7
MAY '73	56,042.64	1482	5
JUNE '73	62,044.25	1454	8
JULY '73	58,601.56	1107	8
AUGUST '73	74,981.13	1279	8
SEPTEMBER '73	51,039.32	997	6
OCTOBER '73	58,003.77	1052	7
NOVEMBER '73	60,813.52	1273	7
DECEMBER '73	49,012.74	907	6
JANUARY '74	62,389.56	1606	6
FEBRUARY '74	53,[illegible].67	1027	6
MARCH '74	54,[illegible].60	1036	6
APRIL '74	56,875.59	1242	7
MAY '74	38,116.94	848 (thru 5/28)*	7
JUNE '74	64,134.25	1662 **	6

*259 orders shipped 5/30 and 5/31 as follows:

48 normal orders - $2,100.74
211 Business Control Atlas orders - $5,037.93

** June '74 - 820 orders were for Business Control Atlases which amounted to $23,574.21.

RESPONDENT'S EXHIBIT 6

$7.95

CLEARTYPE

Business Control Atlas

of the UNITED STATES and CANADA

1974 EDITION

- For handy, ready reference
- Sales Control
- Market Analysis
- Sales Territories
- Distributor Location
- Traffic Control

A complete business atlas with a full page map and a full page index for each state of the U.S.A., including Alaska and Hawaii, and for each province of Canada.

124 Pages

Completely Indexed

Map of all Canada.

Folding desk size map of U.S.A.

SBN 8416-9556-3

RESPONDENT'S EXHIBIT 7(A)

TEL: AREA CODE 617
LAWRENCE 683-2766
BOSTON 944-4290

Graphic Litho CORPORATION

130 SHEPARD ST., INDUSTRIAL PARK
LAWRENCE, MASS. 01843

INVOICE NO
1695

SOLD TO

American Map Company
1926 Broadway
New York, N. Y.

SHIPPED TO

Same

INVOICE DATE	DATE SHIPPED	SHIPPED VIA	OUR ORDER NO	CUST. ORDER NO	TERMS
June 12, 1974		M & M, & Beacon Fast Freight		01305	1/10/90

ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	
15M	15M	Business Control Atlas		$6,600.00
	428 overs		@ 410/M	171.00
		Plate make over & make ready		
		Error on front cover neg. furnished		60.00
			Total	$6831.00

DATE VOUCHERED

OK'D BY	POSTED TO	DATE PAID
	PURCH. JNL. ✓	9/17/74
OK'D BY	A/C PAY. REG. ✓	CHECK NO.
	INVENTORY	4536

1 copy (Final) (6831.00

FORM INV 67-4

Resp's 7-A
in evid
11/20/74
MP.

RESPONDENT'S EXHIBIT 7(b)

Patent

STOCK RECEIPT

STOCK PRINTED MAPS

MAP NO. ECA DATE 5/24/72

ORDER NO. 01372 FROM Gulf Life

QUANTITY ORDERED 1500 REC'D. 5/24/72

#2030 Paid

SAMPLE MAP APPROVED BY _____

MAPS PLACED IN STOCK BY _____

ART WORK ☐ NEGATIVE ☐ GIVEN TO _____

BY MEA

SPECIAL PRINTED MAPS

DATE _____

MAP NO. _____ ORDER NO. _____

FROM _____ FOR _____

QUANTITY ORDERED _____

SAMPLE MAP APPROVED BY _____ REC'D. _____

SAMPLE MAP ATTACHED TO ORDER _____

SAMPLE MAP TO MR. ANDREWS _____

CUST. ORDER TURNED IN _____

ART WORK ☐ NEGATIVE ☐ GIVEN TO _____

BY _____

Resp's 7-B
in evid
11/20/74
AP

RESPONDENT'S EXHIBIT 7(c)

5/24/74 35 Ctns w/ 58 Bks ea = 2,030

Resp 7-C
in evid
11/20/74
JKP

RESPONDENT'S EXHIBIT 7(d)

01305

AMERICAN MAP COMPANY, INC.

PURCHASE ORDER

DATE

NAME

ADDRESS

CITY

ATTENTION

VIA DEL. DATE

THE ABOVE NUMBER MUST APPEAR ON ALL INVOICES, SHIPPING SLIPS AND PACKING SLIPS

QUANTITY	MATERIAL	UNIT PRICE	TOTAL

6-5-74

TAILGATE DELIVERY ONLY - (CLEARANCE 11 FT. 6 INCHES)

FOR	RECD. BY	DATE	UNIT O.K.	EXT. CHKD.
STOCK				

This order may not be billed at a higher price than last charged without our written permission. We reserve the right to reject any shipment made contrary to the instructions of this order. Orders not shipped on the date specified are subject to cancellation at our option. Orders shipped in excess of per cent or substitution returnable at Shipper's expense. In consideration of the purchase of the above described articles, Seller agrees to defend, protect and save harmless THE AMERICAN MAP CO., INC. against all suits at law or in equity and from damages, claims, demands and judgments for actual or alleged infringements of U. S. or foreign copyrights or letters patent by reason of the sale or use of the articles hereby purchased.

PURCHASING AGENT

NO DELIVERIES BETWEEN 11:30 AM & 1PM OR AFTER 4:30 PM

Resp's 7-D
in evid.
11/20/74
JKP

BEST COPY AVAILABLE

RESPONDENT'S EXHIBIT 7(f)

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Carrier's No. _____

CARRIER:

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

TRUCK ☐
FREIGHT ☐

_____ 19____ From _____

[illegible] in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier [illegible] understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to _____

Destination _____ State of _____ County of _____

Route _____

Delivering Carrier _____ Vehicle or Car Initial _____ No. _____

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO CORR.)	CLASS OR RATE	CHECK COLUMN

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges advanced: $ _____

THIS SHIPMENT IS CORRECTLY DESCRIBED.

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

C O D SHIPMENT

C O D Amt _____

Collection Fee _____

Total Charges _____

*GROSS WEIGHT IS _____ LBS.

*If this shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

†Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

_____ Shipper, Per _____ Agent _____ Per _____

Permanent post-office address of shipper, _____

FORM 07-BL1

BEST COPY AVAILABLE

Resp's 7-F
in evid
11/20/74
HC

RESPONDENT'S EXHIBIT 7(h)

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No

Carrier's No

CARRIER

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading

TRUCK

FREIGHT

19 From

at hereinafter below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

Shipper, Per

Permanent post-office address of shipper

Consigned to

State of County of

Destination

Route

Vehicle or Car Initial No

Delivering Carrier

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO CORR.)	CLASS OR RATE	CHECK COLUMN

THIS SHIPMENT IS CORRECTLY DESCRIBED.

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification

†Shipper's Imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission

Agent

Per

(Mail or street address of consignee—For purposes of notification only.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

The signature here acknowledges only the amount prepaid.

Charges advanced

$

C O D SHIPMENT

C O D Amt

Collection Fee

Total Charges

4

Rosa 87-841

Resp's 7-H
in evid
11/20/74
JHP

RESPONDENT'S EXHIBIT 7(j)

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

CARRIER: _____ Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading

TRUCK ☐
FREIGHT ☐

_____ 19____ From _____

[illegible] in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier [illegible] being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said [illegible] on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said [illegible] and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Agent or cashier [illegible] that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to _____

Destination _____ State of _____ County of _____

Route _____

Delivering Carrier _____ Vehicle or Car Initial _____ No. _____

NO. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO CORR.)	CLASS OR RATE	CHECK COLUMN
	[illegible]	3410		
	[illegible] IN EACH CAR			
	[illegible]			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges advanced:

$ _____

THIS SHIPMENT IS CORRECTLY DESCRIBED.

CORRECT WEIGHT IS _____ LBS.

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

‡Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

C O D SHIPMENT

C O D Amt _____

Collection Fee _____

Total Charges _____

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

[illegible] Shipper, Per _____ Agent _____ Per _____

Permanent post-office address of shipper, [illegible]

4

FORM 87-BLI

Resp's 7-J
in evid
11/20/74
MS

RESPONDENT'S EXHIBIT 7(k)

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

CARRIER: _____ Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading

TRUCK ☐
FREIGHT ☐

_____ 19____ From _____

[illegible] described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier [illegible] throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to _____

Destination _____ State of _____ County of _____

Route _____

Delivering Carrier _____ Vehicle or Car Initial _____ No. _____

No. PACKAGES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (SUB. TO CORR.)	CLASS OR RATE	CHECK COLUMN

Subject to Section 7 of the conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges advanced:

$ _____

THIS SHIPMENT IS CORRECTLY DESCRIBED.

ACTUAL WEIGHT IS _____ LBS.

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

C O D SHIPMENT

C O D Amt _____

Collection Fee _____

Total Charges _____

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby _____ per _____ specifically stated by the shipper to be not exceeding _____

_____ Shipper, Per _____ Agent _____ Per _____

Permanent post-office address of shipper, [illegible]

4

FORM 07-BLt

Resp's 7-K
in evid
11/20/74
JKP

EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SECOND REGION

In the Matter of:	
AMERICAN MAP COMPANY, INC.,	
-and-	Case No. 2-CA-13319
LOCAL 923, RETAIL, WHOLESALE and DEPARTMENT STORE UNION, AFL-CIO	

26 Federal Plaza
New York, New York
Wednesday, October 30,1974

* * * * *

PROCEEDINGS

JUDGE CORBLEY: The stipulation is received in evidence.

Stipulation being the charging party Local 923 Retail-Wholesale and Department Store Union is a labor organization within the meaning of Section 25 of the act.

MR WEIL: It is hereby stipulated and agreed by and among the parties that the following language appeared on the picket signs carried by the striking employees.

"Please do not patronize American May Company, Inc., 1926 Broadway. Non-union. Refuses to bargain, Local 923, AFL-CIO. RWDSU. 130 West 42nd Street, CH40847."

Said signs which were the only signs carried, were carried from May 28 to May 31, 1974.

MR. REICH: So stipulated.

JUDGE CORBLEY: I am going to offer an amendment to your stipulation just to put it all in one place, if I may, and see if it is acceptable to you, Mr. Weil, before you hear the other parties and I offer this amendment based on what has been represented to me here this afternoon.

That said signs were carried in sandwich fashion?

MR. WEIL: Yes.

29 JUDGE CORBLEY: Could we have the names of the individuals who carried them, if they are known?

MR. WEIL: We can, but I don't know them.

JUDGE CORBLEY: And the place where they were carried, precisely?

MR. WEIL: They were carried in front of the employer's premises at 1926 Broadway on the sidewalk directly in front of the entrance. They were also carried on 64th Street in front of the delivery entrance to the same building.

JUDGE CORBLEY: The hours they were carried, if known?

MR. WEIL: I don't know.

JUDGE CORBLEY: Do you accept those amendments to your offer of stipulation, Mr. Weil?

MR. WEIL: Yes, I do and I thank you for them.

JUDGE CORBLEY: Mr. Green.

MR. GREEN: Yes, I accept them.

JUDGE CORBLEY: Do you so stipulate as amended?

MR. GREEN: As amended.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: So stipulated as amended.

JUDGE CORBLEY: Stipulation as amended received into evidence.

JOSEPH SCALI

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

JUDGE CORBLEY: Would you be kind enough to spell your name for the reporter?

THE WITNESS: Joseph Scali, S-c-a-l-i.

DIRECT EXAMINATION

Q. (By Mr. Green) Mr. Scali, would you please give your address? A. Home address?

Q. Yes. A. 26 Oak Court, in Merrick.

Q. Mr. Scali, by whom are you employed?

A. American Map Company.

Q. What is your position with the company?

A. I'm the comptroller.

Q. Is that an officer of the company? A. Yes.

Q. Will you please tell us who the officers of the company are? A. Mr. Andrews.

Q. What position does he hold? A. He is the president.

Q. Anybody else? A. Mr. Robert F. Weeks, W-e-e-k-s. He is the vice-president.

Q. Anybody else? A. Not to my knowledge.

Q. Have you prepared a list of names of employees in the shipping, mounting and drafting departments employed as of May 3, 1974? A. Yes.

(Witness hands document to Mr. Green)

Q. This list contains the names of Mr. Wesley. Would you please tell us his full name? A. Floyd Wesley.

MR. GREEN: Would you mark this as General Counsel's Exhibit --

JUDGE CORBLEY: Do you know the first names?

THE WITNESS: Yes, I do.

Q. (By Mr. Green) Please read into the record the names of the employees who were employed in those particular departments on your list as of the week of May 3, 1974. A. In the shipping department, B-e-r-g-i-n; Ronald Coleman, C-o-l-e-m-a-n; Vance Davis; Michael Glevina, G-l-e-v-i-n-a. He was the foreman. Michael Scibelli, S-c-i-b-e-l-l-i; Clyde
32 Warren, W-a-r-r-e-n.

In the mounting department, we have Leroy Brown. He is a foreman. Toney Joseph; Roberta Martinez, M-a-r-t-i-n-e-z; Radmaes Martinez, R-a-d-m-a-e-s; Tommy Smith; Jose Vargas, J-o-s-e V-a-r-g-a-s.

The drafting department, Louis Ercole, E-r-c-o-l-e; Thomas Strico, S-t-r-i-c-o; Frank Lombardo, L-o-m-b-a-r-d-o. He was the foreman. Sara Nehoshtan, N-e-h-o-s-h-t-a-n; Nancy Richardson; Arja Simola, A-r-j-a S-i-m-o-l-a.

In the office was Floyd Wesley.

MR. GREEN: I should indicate to the Administrative Law Judge that the Regional Director in his decision found Michael Glevina, Leroy Brown and Frank Lombardo to be supervisors and within the meaning of the act, either by way of the testimony or pursuant to stipulation in the R case hearing itself. He also found Floyd Wesley to be a plain clerical employee.

I would represent that this would be, this group of names Mr. Scali has just entered into the record, would be consistent with the unit found by the Regional Director; would that not be so, Mr. Weil?

MR. WEIL: That is it.

JUDGE CORBLEY: You are saying there is no issue that these people are the representative unit?

MR. WEIL: There is no issue that was the unit the Regional Director found.

33 There is an objection as to whether or not other people should not also have been included.

JUDGE CORBLEY: I understand your position, but this is the unit the Regional Director found appropriate?

MR. WEIL: If I may, the Regional Director found that the proper unit was the shipping department, mounting department and the drafting department.

Again, it is the only word I can use to describe them.

Those were the people that happened to be employed there. It would not exclude other people that came in after that time, prior to the cut off date of the Board.

JUDGE CORBLEY: I think that clarifies it for me.

34 Q. (By Mr. Green) Are these the employees who were also in these categories as of, let us say, a cut off date of May 27, 1974, the day before the strike? A. The 27, it would be the same names with two people deleted.

Q. These would be? A. Michael Glevina and Michael Scibelli.

Q. Michael Scibelli was terminated from the company as of May 27, 1974? A. No, he was laid off May 17.

Q. Mr. Glevina was laid off by the company on what date; would it be May 23? A. May 23, yes. He was terminated.

35 Q. (By Mr. Green) Mr. Scali, did there come a time when there was picketing by some of the employees of the company? A. Yes.

36 Q. Did there come a time when any of the people who were on strike asked for their jobs back, particularly May 31. A. Yes.

Q. Who were these people? A. Two individuals. Nicholas Ambrose and Clyde Warren.

Q. With respect to Clyde Warren, what happened with respect to him? A. His job was available and he began work that afternoon.

Q. With respect to Nicholas Ambrose, what happened with respect to him? A. When he approached me, his position had been filled at that time.

Q. So he was not reinstated at that point? A. No.

Q. Incidentally, the people who did go on strike,
37 were they people from the mounting department and the shipping department only? A. Yes.

Q. So nobody in the drafting department went out on strike? A. No.

38 Q. (By Mr. Green) Just to make the record complete on this, were some of the strikers thereafter rehired? A. Since when?

Q. After the strike stopped. A. Yes, as their jobs became available.

Q. Please tell me without the editorial.

MR. WEIL: I object to that comment.

JUDGE CORBLEY: Why don't we just move on.

Q. (By Mr. Green) Who was reinstated and when? A. In the mounting department there was Toney Joseph. He returned June 18. Radmaes Martinez, he returned August 27 and Roberto Martinez returned October 28.

The shipping department, Nick Ambrose returned
39 August 22. Ronald Coleman and Carlos Bergin both returned on July 22. And, Clyde Warren on May 31.

Q. Are you saying you were not aware of any activity by Mr. Scibelli prior to his being laid off on May 17? A. I was aware he was interested in the union.

Q. How were you aware of that? A. I was told by a Barbara LaFarr, L-a-F-a-r-r.

JUDGE CORBLEY: When was the date of this conversation; if you recall?

THE WITNESS: I would say probably in the early part of May.

JUDGE CORBLEY: Can you pin it down a little more exactly?

THE WITNESS: Either the first or second week. I couldn't say specifically.

JUDGE CORBLEY: But no later than the end of the
40 second week?

THE WITNESS: I would say that. Not later than the end of the second week.

JUDGE CORBLEY: In 1974?

THE WITNESS: Yes.

Q. (By Mr. Green) Did I ask you whether or not you spoke to a Board agency, and whether or not you told the Board agency whether or not you had knowledge of Mr. Scibelli's activities in the union or interest in the union? A. The Board agency?

Q. Mr. Carmody, specifically. A. I don't believe -- just rephrase that question, again, please.

Q. (By Mr. Green) Do you recall ever telling Mr. Carmody; you know Mr. Carmody? A. Yes.

Q. Do you recall telling Mr. Carmody that neither you nor to your knowledge any company representative whether or not Scibelli was a member
41 of or assisted Local 923? A. I have no idea whether he was a member of the union. I think I was asked did I know whether he was the organizer and I said I didn't know.

Q. You don't know? A. No.

Q. Your testimony is that you don't know or didn't know at that time that he was the organizer? A. That he was the organizer.

Q. What did Barbara LaFarr tell you? A. I don't remember the exact conversation. But, essentially it was that Michael Scibelli was interested in the union.

45 Q. Is that what you are saying? A. No later than the 10th.

Q. Except for this conversation you had with Barbara LaFarr, was there any other source through

46 which you obtained information to the effect that Scibelli was interested in the union. A. No.

47 MICHAEL SCIBELLI

was called as a witness by and behalf of General Counsel and, having been first duly sworn was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Green) Would you give us your full name and address. A. Michael Scibelli, S-c-i-b-e-l-l-i, 88-17 107 Avenue, Ocean Park, New York, 11417.

Q. Mr. Scibelli, were you ever employed by American Map Company? A. Yes.

Q. When did you start working there? A. The most recent employment?

Q. Yes. A. From January, the last week in January to May 17.

JUDGE CORBLEY: Is that in 1974?

THE WITNESS: Yes.

JUDGE CORBLEY: Please continue.

Q. (By Mr. Green) What department did you work in? A. The shipping department.

48 Q. Basically describe what kind of work you did. A. For the most part, I picked orders. But, I had filled in for any other employee there when their job was back loaded.

Q. Did you work on a part time basis or a full time basis? A. Full time.

Q. Did there come a time when you personally, with other employees, began to discuss whether or not it would be advisable to get a union in the shop? A. Yes.

Q. When did that happen? A. When did it first start to happen? I guess we discussed it among ourselves during the month of April.

JUDGE CORBLEY: I would like to ask you, Mr. Scibelli, to please keep your voice up so that we all may hear.

Q. (By Mr. Green) Did you do anything specific regarding those conversation. A. Yes.

I contacted the AFL-CIO and asked them for information on what local I would contact.

Q. When did you do that? A. I contacted them April 24.

Q. What response did you receive? A. They put me in contact with Local 585.

49 Q. What if anything did you do after that? A. I went down and spoke to Mr. Grund on April 26.

Q. Who is Mr. Grund? A. He is or he was an organizer for Local 585.

Q. On April 26? A. Yes.

Q. Did you speak to him by yourself or with anyone else present? A. I spoke to him myself.

Q. Where did you speak to him? A. In the union office.

Q. Where is that? A. 42nd Street.

Q. At that time, generally speaking, what was your conversation with Mr. Grund? A. We explained the type of company we have and I asked him if a union would be able to represent us and what it would entail and the pros and cons of union representation.

Q. Did you do anything after that? A. I arranged for him to meet with some of the other members of the company.

Q. When was that? A. That would be May 1.

Q. Clarify what you mean by members of the company? A. Employees.

50 Q. You say you met at a meeting on May 1?

A. Yes.

Q. Who attended that particular meeting?

A. Myself, Michael Glevina, Vance Davis, Tommy Smith, Mr. Grund and the vice-president.

(Witness indicating.)

Q. The lady sitting to the left, Ms. Dolan?

A. Yes.

MR. GREEN: Can we stipulate?

MR. WEIL: Yes.

Q. Where did this meeting take place?

A. In the coffee shop.

Q. Where? A. Down in the building.

Q. Down from the company? A. Right.

Q. What happened at this particular meeting?

A. They reiterated what I had spoken --

Q. Tell me. A. Whether a union could represent us, what it would entail. We discussed whether or not we felt the people might be receptive to the idea.

Q. After you went to this meeting, did you do anything else with respect to the union? A. At that point we felt it would be a good idea and we

51 decided to approach the rest of the employees.

Q. What, if anything, did you personally do?

A. I spoke to the people in the shipping department and gave out union cards.

Q. Union cards for which union? A. Local 585.

Q. Did any people sign these cards in your presence? A. Ronald Coleman and Carlos Bergin.

JUDGE CORBLEY: Can we have the dates of these activities, please?

Q. (By Mr. Green) Would you please describe dates when this occurred? A. I gave out the cards, I would say, on the afternoon of May 1 and Thursday May 2.

Q. Did you engage in any other kind of activities?

MR. WEIL: Excuse me, please

I would like the names of the people that signed the cards, and if possible, the dates they signed.

MR. GREEN: He just gave the dates and the names.

MR. WEIL: May I state it does not state the dates.

JUDGE CORBLEY: What dates did Carlos Bergin and the other individual sign?

THE WITNESS: The dates, I believe it was May 2 or 3.

Q. (By Mr. Green) What date -- A. I can't recall the date that Carlos Bergin and the other
52 individuals, Ronald Coleman --

Q. Did there ever come a time when you signed cards for Local 923? A. Yes.

Q. When was that? A. I believe it was May 7.

Q. Where did that take place? A. In the union office.

Q. Would you please tell me the address?
A. It's 1 something West 42nd Street.

JUDGE CORBLEY: In New York City?

THE WITNESS: Yes.

JUDGE CORBLEY: Please continue.

MR. GREEN: Would you mark this for identification, General Counsel's Exhibit 13.

(The document above-referred to was marked General Counsel's Exhibit 13 for identification.)

Q. (By Mr. Green) I show you General Counsel's Exhibit 13 and ask you if you can identify that?
A. This is the card I signed, Local 923.

Q. Is it your signature on that card? A. Yes, it is.

Q. There are two Michael Scibellis. Are both these in your own handwriting? A. Yes, they are.

53 Q. One being a signature and one being printed? A. Printed, yes.

Q. This took place at a meeting of the union office on May 7, I believe you testified? A. Right.

Q. Could you tell us who was there from the union, which particular people from the union.

A. I remember Mr. Grund, Ms. Dolan, Paul Waites.

Q. I would like you to try to remember were there other people there other than yourself.

A. Michael Glevina, Vance Davis, Tommy Smith, Roberto Martinez, Radmaes Martinez, Carlos Bergin, Ronald Coleman, Nick Ambrose, Clyde Warren.

I believe Clyde was there, I'm not sure.

Toney Joseph, Jose Vargas.

That's all I can remember.

54 A. One of the union officer, either Mr. Grund or Ms. Dolan explained to us about the merging of the two unions and why it would be necessary to sign a second card. And, they explained more on the union, about the union. What was going on, what it would entail.

Q. Do you remember anything specific about that? A. They explained to us we probably would be threatened. They would try to find out who organized it and just to expect it.

Q. One of the union officers asked you to sign these cards for Local 923? A. Yes.

Q. I believe you gave an answer, they said why.

A. They explained why it would be a different card, because the unions were merging.

MR. WEIL: I am sorry. I just cannot hear him.

JUDGE CORBLEY: It would be a different card because the unions were merging.

Please speak up, we are having difficulty hearing you.

Q. (By Mr. Green) At this meeting, were cards given out to all employees who were present?

55 A. Yes, they were.

Q. Apart from your signing a card, did you see any other employees sign cards? A. We just sat there and everybody took a pen at the same time, approximately the same time and signed the cards.

Q. Did you see that? A. No, I couldn't testify which person. I just saw everybody around me, we all signed a card together.

MR. GREEN: I offer General Counsel's Exhibit 13.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: No objection.

JUDGE CORBLEY: Mr. Weil?

MR. WEIL: That is the card I have a copy of, sir?

MR. GREEN: Yes.

MR. WEIL: No objection.

JUDGE CORBLEY: Without objection, General Counsel's 13 in evidence.

(The document above-referred to was marked General Counsel's Exhibit No. 13 in evidence.)

JUDGE CORBLEY: Please continue.

Q. (By Mr. Green) Do you know Mr. Leroy Brown? A. Yes, I do.

Q. Did there come a time, any time, when you had Mr. Brown talk to you employees of the company about the union? A. Yes, that was May 3.

56 Q. I would like you to tell us where that was. A. That was in the section of the mounting department closest to, I believe, Broadway.

MR. WEIL: Excuse me, I didn't get the date.

JUDGE CORBLEY: Would you repeat the date?

THE WITNESS: The date was May 3.

Q. (By Mr. Green) That was in the factory? A. Yes.

Q. Where were you at the time? A. Behind that section of the mounting department is where Clyde Warren worked bagging maps and bags and I was back there working with the stock.

Q. What time of day did this occur? A. I would say about 3:30 or 4:00.

Q. Who was Mr. Brown talking to? A. He had together most of the people in his mounting department. Roberta Martinez, Radmaes Martinez, Toney Joseph, I believe Tommy Smith.

Q. I would like you to tell me, did you hear what he said? A. I heard part of it while I was working in that part.

Q. I would like you to tell me what you heard Leroy Brown say. A. I heard him say how a union had been tried before and they shouldn't get involved

57 with it, because everybody that was involved last time got fired. How he was the only one that didn't work with the union, that's why he managed to stay at the company so long.

Q. Do you recall him saying anything else? A. I believe he asked if anybody there was getting involved with it at that time.

Q. Did any of the employees say anything else, anything to him that you recall? A. At that point they just listened. They didn't admit any participation at that point.

Q. Do you know Barbara LaFarr? A. Yes, I do.

Q. Does she have any kind of title in the company that you know? A. She told me she was the office manager.

MR. WEIL: Objection

JUDGE CORBLEY: On what basis?

MR. WEIL: Hearsay.

JUDGE CORBLEY: I will accept the testimony as to the words spoken to the witness, but not as to the truth or falsity of the words.

Please continue.

Q. (By Mr. Green) Do you also know her away from work? A. Yes, I do.

58 Q. How do you? A. We have had mutual friends.

Q. Did there ever come a time when you either spoke to her or she spoke to you about the union? A. That was May 6.

Q. Where did that take place? A. It was right approximately by the table where the L's were made in the shipping department.

Q. The L's? A. That's one of the maps.

Q. When did this take place? A. It was in the morning of May 6.

Q. Were you by yourself? A. Yes, I was.

Q. She was by herself? A. Yes.

Q. I would like you to tell me what she said to you, what you said to her. A. We were talking, she advised me to --

Q. What did she say? A. She told me I should stay away from the trouble makers, not get involved.

59 Q. (By Mr. Green) Please tell me what she said to you, what you said to her. A. She told me not to get involved and to stay away from trouble makers.

At this point I asked her what she meant and who the trouble makers were

She said, "You know, the union."

I said, "Who are the trouble makers?"

She said, "I'm referring to people who bring everything to grievances, as in Vance Davis."

At that point I said to her, "You shouldn't blame them, because I was the one who originally contacted the union."

60 She told me I shouldn't get involved with it, I should try to get out of it. Because, I'm only going to lose out.

Q. Did there come a time when anything else was said? A. Not to Ms. LaFarr.

Q. Did there come a time when the company passed out any kind of literature regarding the union? A. Yes. I believe that was May 9.

Q. Who passed this out? A. Ms. Patricia Krieger.

Q. Who is she? A. The president's secretary.

Q. Do you have a copy of the leaflet? A. No.

Q. Did you receive a copy of the leaflet? A. Yes.

62 Q. Did you see what other employees received the document? A. Yes.

Q. What happened, if anything after you received the document? A. Everybody read it and they approached me and asked me to return them to Ms. Krieger in a sign of support, sign of unity.

Q. What did you do? A. I took the letters and I went out to Ms. Krieger, who at that time was in this small office and gave her the letters along with a leaflet that I had been distributing for the union.

Q. Did you give the leaflet to anyone else? A. I gave one to Ms. Krieger, one to Mr. Scali.

Q. Where did this happen? A. In the little cubicle off Mr. Scali's office.

Q. Where was Mr. Scali at the time? A. He was sitting at his office.

Q. Did you say anything? A. I handed him the leaflet.

I stated, "Now he had one and he wouldn't have to take it off the girls if I gave them one."

Q. Did he say anything to you? A. He said he never took it off the girls, they gave it to him.

63 Q. You were laid off on May 17, 1974. Who was the first person who told you you had been laid off? A. Michael Glevina.

Q. When did this take place? A. In the afternoon. I'd say about 3:30.

JUDGE CORBLEY: Of that day?

THE WITNESS: Of May 17, yes sir.

JUDGE CORBLEY: Please continue.

Q. (By Mr. Green) What, if anything, did he say to you? A. He told me, Mr. Scali called him out and said he was going to have to lay off somebody.

Mr. Glevina said, "Who?"

He told me who.

Q. Did Mr. Glevina tell you anything else? A. He claimed because we were slow and he asked Mr. Scali, being he knew a large shipment, the BCA's were coming in the next week, which would increase the amount of work considerably.

Q. What are the BCA's? A. It's a book that somes out annually. Business control atlas.

There had been a substantial number of back orders building up.

JUDGE CORBLEY: Would you explain what you mean

64 by the expression, "we were slow?"

THE WITNESS: At that point there seemed to be slightly fewer orders then at other times I've seen.

JUDGE CORBLEY: Thank you, continue.

Q. (By Mr. Green) Did you do anything after you spoke to Mr. Glevina? A. I asked Mr. Glevina if he knew if I was being laid off or fired. And, he called Mr. Scali and asked him and Mr. Scali wouldn't give him any answer.

So, I went out and spoke to Mr. Scali and we bantered back and forth.

Q. Tell me what you said to him? A. I asked him directly, "Am I being laid off or fired?"

Q. What did he say? A. He avoided the answer.

He said, "Well, we're slow. You know, sometimes we get slow."

I said, "Am I being laid off or fired?"

"You're being temporarily laid off."

And, he went away.

Q. After you were laid off, did you attend any meetings at the union office around May 24, 1974? A. Yes.

Q. Who was present at that particular meeting? A. Mr. Grund, Paul Waites, another union official whose name I can't recall. Myself, Tommy Smith,
65 Michael Glevina, Vance Davis, Nick Ambrose, Jose Vargas, Toney Joseph.

Q. Did you sign any kind of register? A. Yes, I believe we signed a paper at that time stating who was there.

MR. GREEN: Would you mark this as General Counsel's Exhibit 14 for identification?

(The document above-referred to was marked General Counsel's Exhibit No. 14 for identification.)

Q. (By Mr. Green) I show you what is marked as General Counsel's Exhibit 14 for identification and ask you if you can identify that document?

A. This is the sheet we had signed at that time, I believe.

Q. Repeat that, please A. This is the sheet we had signed stating who was there and the fact a vote for strike had been taken.

Q. Who was there when? A. Everybody that was there on May 14, that evening and a vote for strike had been taken and it was unanimous.

Q. Going back a moment. First of all, the names that appear on that document. Can you tell me whether or not those people were, in fact, present at that meeting. A. Yes, they were.

Q. When did the meeting take place? A. That
66 evening about 6:00 p.m.

MR. WEIL: What evening?

MR. GREEN: May 24.

Q. (By Mr. Green) I would like you to tell me what happened at that meeting. What was said during that meeting. A. We discussed the apparent connection between my discharge and that of Mr. Glevina and we talked about it and we felt that it seemed to be a policy of cutting off or dismissing these persons.

Q. Did Mr. Glevina say anything during this meeting? A. Not as far as initiating the thought.

Q. Did anybody else or did he say why he had been fired? A. He had been asked what they told him when he was fired.

MR. WEIL: Objection.

That is hearsay. Mr. Glevina is here, he can testify.

JUDGE CORBLEY: I will expect testimony of the words spoken to the witness, not as to the tru ' or falsity of the words.

Please continue.

A. He was asked what was said.

He said, "Because of his union activities."

Q. (By Mr. Green) Did he say who spoke to him? A. He said Mr. Andrews.

67 Q. (By Mr. Green) Was the interruption of your employment discussed at this meeting and if so, what? A. Yes, we saw --

Q. What was said? Try to remember exactly what was said. A. I can't remember. I can't give you a verbatim answer of what was said.

Q. I do not expect that.

MR. WEIL: I do.

Objection. The witness says he can't remember and I think that answer has to stand.

68 MR REICH: The witness says he cannot remember verbatim.

JUDGE CORBLEY: Objection overruled.

Please continue.

Q. (By Mr. Green) Please tell us, as best you recall, what was said. A. We talked about they have apparently tried to nip this in the bud by discharging the people they felt responsibile for it. And, that possibly they would continue this and maybe each week or at certain intervals they would do away with or discharge some of the other people they felt responsible.

Q. Did there come a time when a vote was taken on a possible strike? A. Yes, we talked about possibly a strike and ceasing this practice.

Q. What practice? A. Of dismissing us one by one.

Q. When did that take place? A. During the meeting. Sometime in the meeting. I couldn't tell you want time.

Q. Was a vote taken? A. Yes, it was. It was unanimous.

Q. What was the result of the vote? A. That
69 we would go on strike claiming that they had been unfair firing us one by one.

Q. Do you know who made up the language on the picket signs? A. I wans't there when they were written.

Q. Did you go out on strike? A. Yes, I did.

Q. id you picket? A. Yes.

MR. WEIL: I forgot to ask, I should have. Is there an affidavit signed by --

JUDGE CORBLEY: He is not finished examining the witness yet.

Please continue.

Q. (By Mr. Green) Have you been recalled to work? A. No, I haven't.

Q. Did you ever go back to work at any point? A. Yes, I went up there with the group that went up on June 3.

Q. What happened on that occasion? A. We went upstairs, the group of us. Tommy Smith, myself, Roberta Martinez, Radmaes Martinez, Michael Glevina, Nicholas Ambrose, Carlos Bergin and Ronald Coleman.

We walked upstairs and asked the receptionist if we could talk to Mr. Andrews. At this time, Mr. Scali came and we implied we would like to speak to Mr. Andrews.

He walked out and came up to me and asked me what I wanted.

Q. Who is he? A. Mr. Andrews came up to me and asked me what I wanted.

I told him at that point I would like him to speak to Mr. Smith, who was speaking for us.

And, he stated that we would like to come back to work.

Q. Who stated? A. We would like to work.

MR. WEIL: Objection as hearsay.

Mr. Smith is here and can speak for himself.

JUDGE CORBLEY: I will accept testimony for the words heard by the witness.

Please continue.

A. Mr. Andrews said our jobs had been filled and we would be called.

MR. GREEN: I have no further questions of this witness at this time.

JUDGE CORBLEY: Mr. Reich.

CROSS EXAMINATION

Q. (By Mr. Reich) Mr. Scibelli, on May 3, as I understand your testimony, you had been told by Leroy Brown about a history of some other union in the past having made some attempt to unionize this
71 place; is that correct? A. I had not been told. I overheard him.

Q. You overheard him making the statement, as a result of this, he was the only one who remained. A. Yes.

Q. Bringing you from May 3 to May 24, the night of the meeting where the strike vote was taken, had you between May 3 and the time that strike vote was taken, told any of these other employees about this conversation that you overheard? A. I had spoken to the people in the shipping department about that and the people in the mounting department had been there. So, we spoke about it among ourselves.

Q. So that those who were present on May 24 knew about the contents or the statements made by Mr. Brown on May 3? A. Yes, they did.

* * * * *

73 26 Federal Plaza
New York, New York
Thursday, October 31, 1974

* * * * *

76 MICHAEL SCIBELLI

was recalled as a witness by and on behalf of the General Counsel and having been previously sworn, was examined and further testified as follows:

CROSS EXAMINATION

* * * * *

76 Q. (By Mr. Weil) Mr. Scibelli, are you presently employed? A. Yes, I am.

Q. What do you do? A. I drive a taxi.

Q. For whom do you drive? A. Butler Maintenance.

Q. Do you go to school? A. Yes, I do.

Q. What school do you go to? A. Queens College.

Q. How long have you been going to school? A. This is my fifth year at Queens College.

Q. What are you studying? A. Sociology.

* * * * *

77 Q. Are you planning on getting a degree?

MR. REICH: This is objected to as immaterial, irrelevant and incompetent.

JUDGE CORBLEY: Your response?

THE WITNESS: Yes.

JUDGE CORBLEY: Your response, Mr. Weil.

MR. WEIL: One of our contentions is this man was not a permanent employee, just a temporary fill in. And, he had no intention of making --

JUDGE CORBLEY: Objection is overruled. You may answer the question. A. Yes.

* * * * *

79 JUDGE CORBLEY: How long were you planning to stay at American Map when you went to work there?

THE WITNESS: At the time, indefinitely.

JUDGE CORBLEY: Please continue.

Q. (By Mr. Weil) You had no plans on leaving it? A. No.

Q. Had you been employed there before? A. Yes, I did.

Q. How many times before? A. Twice.

Q. Twice before? A. Yes.

Q. When was the first time you were employed there? A. From May '71 to January '72.

Q. The second time? A. From March '72 to May '72.

Q. That is two months? A. Yes.

80 Q. Why did you leave the first time? A. The first time I was employed there for the summer months as a replacement for vacationing help.

In September when I went back to school, at that time I was a day student. They asked me to stay on part time, which I did, until January. At which time, I was laid off, being a part time worker.

I came back when I left school in March and worked there for two months, at which time I didn't see any opportunity there and I left.

* * * * *

Q. It was your intention at that time to be a permanent employee? A. Yes.

Q. In the shipping department? A. Yes.

Q. Even though you are one year away from your

81 degree? A. I am one year away at this point, assuming I go back to day school.

At that time and for the semester before I was a part time student at night, taking six credits a semester.

Q. I asked you how far away are you from your degree; did I not?

MR. GREEN: I think he answered that question.

MR. WEIL: He seems to be contradicting it.

MR. GREEN: I do not think so at all.

JUDGE CORBLEY: How long are you away from your present degree at the present time?

THE WITNESS: If I continue in day school, it will be a year to a year and a half.

JUDGE CORBLEY: Please continue.

Q. (By Mr. Weil) After five years of school, it will be a year to a year and a half? A. Yes.

Q. Are you in day school now? A. Yes.

Q. When did you enroll in day school?

A. September '74.

* * * * *

84 Q. I call your attention to your testimony concerning the alleged union meeting of May 7, 1974. Where was that meeting held? A. At the union office.

Q. Where is that located? A. 100 something West 42nd Street.

Q. Who from the company was there? A. Myself, Michael Glevina, Tommy Smith, Vance Davis, Ronald Coleman, Roberto Martinez, Radmaes Martinez, Clyde Warren, Nick Ambrose, Jose Vargas.

That's all I can recall.

85 Q. Was Michael Glevina there? A. Yes.

Q. Was Vance Davis there? A. Yes.

Q. Was Jose Vargas there? A. Yes.

Q. Was Toney Joseph there? A. No.

Q. Toney Loseph was not there? A. He may have been; I don't remember.

Q. Was Nick Ambrose there? A. Yes.

Q. Was Clyde Warren there? A. I believe so.

Q. Was Ronald Coleman there? A. I believe so.

85 Q. Was Carlos Bergin there? A. I think so, yes.

Q. Pardon? A. I think so, yes.

Q. But you are not sure? A. Okay, I'm not sure.

Q. Was Radmaes Martinez there? A. Yes, I believe so.

Q. But you are not sure; is that so? A. Yes.

86 Q. Was Roberto Martinez there? A. Yes.

Q. Was Vance Davis there? A. Yes.

Q. But you are not sure whether Radmaes Martinez was there; is that correct? A. Right.

Q. And you are not sure whether Carlos Bergin was there? A. Right.

Q. And you do not believe Toney Joseph was there is that correct? A. Right.

Q. Do you recall your testimony as of yesterday? A. I believe so, yes.

Q. Do you recall testifying that present at the meeting was Michael Glevina, Vance Davis, Tommy Smith, Roberto Martinez, Radmaes Martinez, Carlos Bergin, Ronald Coleman, Clyde Warren, Nick Ambrose, Toney Joseph, Jose Vargas and of course yourself?

Do you wish to change that testimony at this time?

A. For the people as far as Toney Joseph, I remember them being there. It's a matter of different meetings. The other people I said just now, I definitely remember there. I can remember walking to the place there. The other people I remember there.

87 Q. I asked you a question. You said to my questions that you did not really remember whether Radmaes Martinez or Carlos Bergin were there or Toney Joseph was there.

All I asked you was do you wish to change your testimony from yesterday when you said, also under oath, they were there.

MR. REICH: Objection to the form of the question.

JUDGE CORBLEY: Overruled.

You may answer. A. No, I believe they were there.

* * * * *

90 JUDGE CORBLEY: He is speaking of the meeting of May 7.

Do you recall the time of day the meeting of May 7 took place?

THE WITNESS: Between 5:00 and 6:00 that night.

Q. (By Mr. Weil) When you said Michael Glevina was present at this meeting -- A. Yes.

Q. -- did Mike Glevina sign a union card?

MR. REICH: Objected to.

Immaterial, irrelevant, incompetent and not covered on direct examination.

JUDGE CORBLEY: Objection is overruled.

You may answer.

A. I believe he did.

Q. (By Mr. Weil) Did these other people sign union cards at this time? A. I believe they did.

Q. But you did not see each and every one of them sign a union card; did you? A. As I explained yesterday, we were all sitting together and all signed at approximately the same time.

I did not look around at everybody and watch them sign their names, no.

Q. Was there any conversation among the people at the time? A. Yes, I would say so.

Q. Can you tell us who was present from the union? A. I would say, I believe Paul Waites, Mr. Sydney Grund, Ms. Dolan.

91

Q. Did they all speak or was one a speaker? A. No, they all spoke at different times.

Q. Can you tell us what they said at this meeting? A. I believe at that meeting, they explained the merging of the union. The merging of the union from Local 585 to 923.

They explained benefits of the union, what effect it would have on us and things of that nature.

Answered questions we had about unions.

Q. Did they ask you to sign cards? A. Yes, they did.

Q. Did they explain what these cards were? A. Yes.

Q. What did they say? A. They said they were not binding agreements by us, but showed our authorization of them to represent us.

Q. They were not binding agreements they said? A. Yes.

Q. Did they explain what they meant by this?

A. I -- they explained that it wasn't a commitment.

92 Q. Not a commitment, not a commitment to what?

A. To union membership.

Q. Did they tell you at that time they could seek union representation based on these cards alone?

A. I don't understand the question.

Q. Did they tell you that they could seek bargaining status, status as bargaining representatives based on these cards alone? A. Yes, they did.

* * * * *

93 Q. (By Mr. Weil) I direct your attention back to the discussion in the meeting of May 7 as to these

94 union applications or membership cards.

You said they told you that signing these cards were not binding; those were your words, I believe.

A. Yes.

Q. Who was it from the union that explained these cards to you? A. I believe it was Mr. Grund.

Q. Was he the only one that explained the purpose of these cards at that time? A. It wasn't a lecture format. It was a question-answer.

Q. I understand, but was he the only one that answered questions concerning these cards? A. I believe questions were addressed to Ms. Dolan and she replied to them.

Q. Were they the only two that answered questions as to these cards? A. For the union, yes.

Q. Was any explanation as to these cards given in Spanish? A. Not by them.

Q. Not by them, not at the meeting in which Radmaes Martinez, Carlos Bergin, Roberto Martinez

94 and Jose Vargas signed cards? A. No.

* * * * *

95 Were you present at the representation hearing that began June 3, 1974 in this building?

A. Yes, I was.

Q. Do you recall hearing the testimony of Carlos Bergin, Radmaes Martinez and Roberto Martinez?

A. Yes, I do.

Q. Do you recall the difficulty that was had at that time in getting these gentlemen to understand the questions? A. Yes.

96 Q. (By Mr. Weil) I call your attention to your testimony concerning a, for want of a better word, meeting of May 3 with Leroy Brown and the members of his department which you overheard; is that correct?

A. I didn't overhear the whole meeting.

I testified I overheard part of it.

Q. Let us address ourselves to that metting.

Do you recall what time of the day it was held? A. I believe it was around 3:30 or 4:00.

Q. Where was this meeting held? A. In the part of the mounting department closest, I would say, to 64th Street, Broadway corner right near to the section where Clyde Warren does his work.

Q. Where were you at this time? A. I was in Clyde Warren's section working with some stock.

97 Q. Clyde Warren, does he work in the shipping department? A. Yes, he does.

Q. Do you work in the shipping department?

A. Yes.

Q. Could you see Leroy Brown? A. Not from that spot, no.

Q. Could you see the people in the mounting department? A. No.

Q. Then is it not correct, sir, that you do not know how many people he was talking to at that time? A. Well, I was there and overheard.

Q. Is it not correct that if you could not see Leroy Brown and you could not see the people in the mounting department, you do not know who he was talking to, specifically? A. Could I clarify that?

Q. I would like a yes or no to that, then you can say what you want. A. No.

Q. And he could have been talking to one person? A. No.

Q. Would you explain that, please? A. From the point where I heard them, there are shelves in between us. As I picked up the stock there I walked
98 back to the other table where I was working, putting the maps into bags. From which point I could see who he was talking to and who was over there.

Q. Your testimony now is you could see who he was talking to? A. Not when I heard him talking.

Q. You could only see who he was talking to after you heard him talking? A. Yes, twenty seconds later when I walked back over to the table.

* * * * *

99 Q. Does Mr. Leroy Brown, to your knowledge,
100 speak Spanish? A. No.

* * * * *

101 Q. How large is the mounting department?
A. The mounting department itself?

Q. Yes. A. I would say 100 feet by 50 feet.

Q. Does Mr. Brown or was Mr. Brown using a tone of voice that was such that he was trying to talk

to people throughout the whole department or did he sound like he was just having a conversation with a person standing near him? A. He was speaking to the people around him. He had called everybody together.

Q. He had called everybody together? A. I assume he called them together.

Q. You assume he had called everyone together, but you do not know that; do you? A. That would appear to be the reason they were away from their respective work areas and together in one end of the mounting department.

Q. When did their location become apparent to you? A. When I walked back to the table and was bagging the maps.

Q. Did you happen to notice the reaction to this
102 little lecture Mr. Brown was allegedly making? A. It appeared to be a passive reaction.

Q. It appeared to be a passive reaction?
A. Yes.

Q. Following this speech, these people you testified did sign union cards; did you not? A. Later the next week.

Q. Following that speech? A. Yes.

* * * * *

103 Q. I call your attention to a conversation you
104 testified to with one Barbara LaFarr. A. Yes.

Q. You stated, did you not, that you told her you brought in the union. A. I told her I was the one who originally contacted the union.

Q. You did not tell her then you were the one

who was assisting the union getting in or that you were the one that was helping. You just said you were the one who originally contacted the union? A. I told her I was the one responsible for the union's efforts with the company.

Q. You gave me two answers to the question I just asked.

JUDGE CORBLEY: You asked him three question.

* * * * *

105 Q. (By Mr. Well) Say again in your own words what you told Barbara Lafarr. A. I told her I was the one who originally contacted the union, and in fact, I was the one who was responsible for the efforts with the company.

* * * * *

107 Q. It is your testimony under oath, then, there was as much work in May as there was in any of the prior months of your employment? A. I would say it was a relatively like amount.

Q. It was just about the same amount of work? A. A relatively like amount.

Q. Yesterday when you testified that there was some degree or a slight degree of slowness, you really did not mean that? A. In the amount of orders going out. But, not in the amount that had to be done.

Q. No orders going out, just a lot of stuff
108 coming in? A. I said a slightly less amount of orders going out. But, the other areas of the work were as much as it had been.

The fact that the process of when alot of orders are going out, you tend to fall behind in keeping the

stock up to the level that it should be. When the amount of orders going out is down, time is spent in filling the bottles and making the books.

* * * * *

108 Q. (By Mr. Weil) Were you the last person hired in the shipping department? A. Yes, I was.

* * * * *

109 Q. (By Mr. Weil) Are you stating that the company, upon your hire, agreed not to lay you off in the event work was slow? A. No.

Q. You had been previously laid off, had you not, at one other time? A. When I was working part time.

Q. When you were working part time? A. Yes.

Q. From what hours? A. 2:00 to 5:00.

Q. You had been laid off then? A. Yes.

* * * * *

110 Q. (By Mr. Weil) Do you recall the approximate date of your rehiring in 1974. A. It was around January 22, 23.

Q. Towards the latter part of January? A. Yes.

Q. Do you recall who was in the shipping department at that time? A. Ronald Coleman, Vance Davis, Carlos Bergin, Nick Amborse, Michael Glevina and Clyde Warren.

Q. That would be five people plus Mr. Glevina, who was the foreman? A. Right.

Q. You made the sixth person? A. Yes.

111 Q. Where was Vance Davis at that time; do you know? A. When I started?

Q. Yes. A. I'm not sure he was there for the

first week I was there or he had already left for the hospital.

Q. Is it not true that Vance Davis was either there at the beginning of your employ or shortly thereafter left to be operated on in a hospital; to your personal knowledge? A. Yes.

* * * * *

111 Q. (By Mr. Weil) Is it not true then, when you were hired you made the sixth person in the shipping department? A. Counting Vance, I was the seventh person.

Q. You just testified he was not -- A. I testified I wasn't sure he had already left or if
112 he was still there when I came in.

Q. When he left for the hospital, you were the sixth person in that department; were you not? A. Yes.

Q. Do you recall how many people were in the shipping department in February, 1974? A. Six.

Q. Do you recall how many people were in the shipping department in March, 1974? A. Six.

Q. Do you recall how many people were in the shipping department in April, 1974? A. Six.

Q. Did Mr. Davis return from the hospital in April? A. I believe so.

Q. Or did he return in May? A. I don't know the date.

Q. He returned either toward the end of April or the beginning of May; is that not true? A. I believe it was more -- while I'm thinking about it, he was there and originally talked about con-

tacting a union. So, he had to be there the beginning to the middle part of April.

Q. When did you first talk about the union? A. It was the middle of April.

Q. So that when Mr. Davis came back from the
113 hospital, the shipping department increased from six to seven? A. Right.

Q. Was Mr. Davis immediately able to begin work full steam? A. There were some things he couldn't do.

* * * * *

113 Q. (By Mr. Weil) You did testify there was certain things he could not do? A. Yes.

Q. In May of 1974, were there certain things Mr. Davis could not do or was he pretty much back to full steam? A. I think most of the things he had not been able to do, he still couldn't do.

Q. Such as? A. Lifting.

* * * * *

113 Q. (By Mr. Weil) Going back to the week of May 17, the week of your lay off. Is it not true there
114 were times when Mr. Scali came into the shipping department and found the whole shipping department virtually motionless, completely without work? A. I don't believe so.

Q. You do not believe so? A. No.

Q. Wasn't there a period there when, one week there, when, approximately twenty orders went out of that shipping department? A. I don't believe that few.

* * * * *

Q. (By Mr. Weil) Was there not a period of time when there were considerably less orders then normally shipped from the shipping department? A. I don't believe considerably less, no.

Q. Do you know how many orders the shipping department normally ships? A. As far as numbers, no.

115 Q. You really have no idea; do you? A. To the extent that I can see a sudden drop or due to the fact I would be loading the trucks when they go out.

Q. You claim, sir, there was no such sudden drop off in May of 1974? A. Not in my opinion that great of a drop off, no.

Q. There was some drop off, sir? A. I said there was a slightly less number of orders that went out.

* * * * *

115 Q. Wasn't there also some testimony you gave a leaflet to Mr. Scali? A. Yes, at the time I brought the letters to Ms. Krieger. She was in Mr. Scali's office and I gave her and Mr. Scali --

116 Q. To Mr. Scali? A. Yes. I gave him one of the leaflets and I said now he has one and he doesn't have to take it from the firls if I gave them one.

Q. He would not have to take it from the girls? A. Yes.

Q. What was your purpose in this comment, sir? A. Because I had known, I had given leaflets only to the people in the shipping department and some of the girls in the office and some how it had gotten to Mr. Scali and I assumed that he had received it from them.

* * * * *

116 Q. (By Mr. Weil) If you were aware Mr. Scali had one of these leaflets, what was your purpose in
117 giving him another one? A. Almost a show of protest, asking him now, as I stated, he had his own and he wouldn't have to take it from the girls if I gave them one.

Q. It was a show of protest; is that what you are saying? A. Yes.

Q. Did Mr. Scali ask you to give him a leaflet? A. No, he didn't.

Q. You volunteered this? A. Yes.

Q. Was there any conversation between you and Mr.s Scali at this time? A. He told me he wouldn't take it from the girls, that they had given it to him.

* * * * *

118 Q. (By Mr. Weil) You testified on May 3 heard Leroy Brown's voice from your position in the next department; is that so? A. Yes.

Q. How far away from Mr. Brown were you? A. I'd say about 15 feet.

Q. Fifteen feet? A. Yes.

Q. Were you behind something? A. Well, a
119 metal shelf.

Q. Were these metal shelves full? A. No.

Q. Yet, you testified you could not see Mr. Brown? A. Yes.

Q. What was blocking your vision of Mr. Brown? A. The shelf has a thin sheet of metal.

Q. A back? A. Yes.

* * * * *

119 Q. To the best of your recollection, how long did you hear Mr. Brown speak? A. I would say it was maybe a minute; a little bit more, a little bit less.

120 * * * * *

Q. Did you attempt to put yourself in a position so you could see who he was talking to? A. No. I walked back to the table I was working at and continued my work.

121 * * * * *

Q. At the union meeting of May 7, 1974, did Mr. Michael Glevina say anything to the assemblage there? A. May 7?

Q. Yes. A. Only what would come up in conversation.

Q. Pardon me? A. Only what may have come up in conversation.

Q. What came up in conversation?

MR. REICH: This is objected to as utterly irrelevant and immaterial.

He has been identified here as a discharged supervisor.

JUDGE CORBLEY: I overrule that objection. You may continue.

Q. (By Mr. Weil) Could you tell what Mr. Glevina stated? What conversation did Mr. Glevina take part in and what did he say? A. As far as general conversation with the union officers, we asked questions about union benefits and I can't say which person asked what question.

Q. Did Mr. Glevina at this time express a favor

toward union recognition? Did he speak up in favor of the union? A. To the same extent we all did, yes.

122 Q. He spoke up in favor of the union; did he not? He was there, he signed a card; didn't he? A. Yes.

* * * * *

122 THE WITNESS: Not to me and not that I can recall to the central assemblage, no.

MR. WEIL: May we read back the record as to that, please?

JUDGE CORBLEY: We can do that if you want to.

123 I think the record will speak for itself.

* * * * *

123 Q. I now direct your attention, Mr. Scibelli, to the union meeting of May 24. Was it at that meeting that the employees who were present voted to strike? A. Yes, it was.

Q. Was this strike vote unanimous? A. Yes, it was.

Q. Was it at that meeting that you were presented with the signs which are General Counsel's --

JUDGE CORBLEY: They are not received in evidence.

MR. WEIL: Weren't they received in evidence?

JUDGE CORBLEY: The legend of the sign was stipulated into evidence yesterday afternoon.

Q. (By Mr. Weil) I show you typed documents and

124 ask you if you can identify it. A. These were the picket signs we wore.

Q. Copies of the picket signs you wore? A. Yes.

Q. Do you note that the words, "Non-union," are in bigger letters than any others? A. Yes.

Q. And surrounded by from what appears from the copy to be a black box? A. Yes.

Q. What color was this blackness in the actual signs? A. Red.

Q. It then accentuated the words, "Non-union?"

MR. GREEN: Objection.

MR. REICH: Objected to.

JUDGE CORBLEY: Sustained.

* * * * *

125 Q. (By Mr. Weil) At this meeting, since there was a gap, I am referring to the meeting of May 24, was strike strategy discussed. A. The only thing I think you can classify as strategy would be the setting up of a strike captain.

* * * * *

126 Q. Did they show you samples of the signs you were going to carry? A. Yes. They were drawn up there while we were there.

Q. In your presence, the sign that is Company 1 was presented to you and the words, "Refused to bargain", was printed below the sign? A. Yes.

Q. Did you inquire why there was no mention made of the alleged illegal discharge and alleged illegal lay off? A. No.

Q. You did not? A. No.

* * * * *

127 Q. (By Mr. Weil) Did you feel that the purpose of this strike was amply set forth in the signs you were carrying?

MR. REICH: Objected to.

128 JUDGE CORBLEY: Sustained.

Q. (By Mr. Weil) What was the purpose of the strike? A. At that point, I believe it was two fold. Basically, I felt we were forced to take this action due to the company's apparent method of discharging the leaders of the organization.

Q. Was Mr. Glevina a leader of the organization? A. I believe he was, in the eyes of the company.

* * * * *

128 Q. (By Mr. Weil) Did you question the union as to why no mention of the company's alleged illegal method of discharge was mentioned on the sign? A. No, I didn't.

Q. Was the purpose of the strike to compel the company to negotiate with the union? A. To me it seemed to be generally inclusive. You know, it was a protest about the discharges of the two people, which would be attempted again if the company didn't accept
129 the union.

Q. Do you feel that the public could tell from this sign that you were protesting the charges?

MR. GREEN: Objection.

It speaks for itself.

MR. REICH: Objected to.

JUDGE CORBLEY: Sustained.

Q. (By Mr. Weil) Is it not true that at this meeting the union said the quickest way to get the company to bargain with us is to go out on strike? It is up to you fellows, but it is the quickest way to do it? A. I believe a strike had been spoken about before we went down to the union meeting.

* * * * *

129 Q. (By Mr. Weil) How long did this strike last? A. Four days.

* * * * *

130 Q. (By Mr. Weil) What were the circumstances of the cessation of the strike? A. We decided that it didn't appear that we could stay out on a prolonged strike.

Q. Why A. People simply couldn't afford to be out of work.

* * * * *

130 Q. To your knowledge, did the union as a condition of calling off the strike demand to the company that two employees be reinstated?

MR. REICH: That is objected to.

131 JUDGE CORBLEY: That is overruled.

Do you know if the union asked the company to address those conditions?

THE WITNESS: No, I don't know.

* * * * *

132 Q. Have you ever been present with the company when a BCA has come in? A shipment of BCA;s has come in? A. Yes.

* * * * *

132 Q. What is the work that the shipping department does in mailing or shipping these BCA's? A. Taking out the orders, the same procedure used on any order.

Q. It is not really the same procedure; is it? There is no picking required; is there? A. To the extent of counting the number of books, yes.

Q. I did not say counting. I said, "picking." You do not have to go throughout the plant picking

things out of the various places; do you?

MR. REICH: Objection to the form of the question. I think counsel now is nit picking.

JUDGE CORBLEY: That is overruled.

A. No.

Q. (By Mr. Weil) In other words, you have a whole big stack of these books and all that is
132 necessary is if Client A wants three, you say, "One, two, three". You pick them and you ship them. You do not have to run around to pick it out of various bins, is that true? A. Yes.

Q. Is it not true that the most time consuming part of shipping is really picking? Going around to the various items? A. No, I wouldn't say.

Q. What would you say the most time consuming part is? A. The most time consuming is packing it.

Q. What is the second most? A. Probably picking it.

Q. So if you do not have to pick it, there is very little question that the works goes a lot faster; isn't that true? A. To a certain extent, yes.

Q. Isn't it also true that no matter how much work comes in, all you have to do is count and put it in a package. It is really a very fast job and does not really require that many man hours? A. It may take less time as opposed to an equal number of pieces of something else.

Q. Wouldn't you say, Mr. Scibelli, that the expected arrival of the BCA's would not be a reason to prevent the company from laying off a man it had
134 intended to lay off?

134 MR. REICH: Objection. It calls for speculation.

JUDGE CORBLEY: Sustained.

Q. (By Mr. Weil) How long does it take to get these BCA's out; if you know, Mr. Scibelli? A. I would estimate almost three weeks.

Q. I did not ask you to estimate. I asked you if you know. A. I couldn't tell.

Q. Because you have never really been with the company when these BCA's have come in; isn't that so? A. Yes.

Q. At the time you were laid off, Mr. Scibelli, is it true that the major of the BCA's had not arrived; is that not so? A. Yes.

Q. You stated that some of the BCA's had come in while you were there. A. I remember working some of them, yes.

Q. Do you remember when that was? A. A week or two before I was discharged.

* * * * *

135 Q. (By Mr. Green) At another time you spoke to Mr. Scali, I guess in January of 1974 to come back to the company. Was there any conversation between you and him with respect to your expected duration
136 of employment? A. Yes. He asked me if I intended to stay and if I was going to leave again for school. I told him I was going to school part time at night and I intended to stay.

Q. Did he say anything? A. He said, "Okay."

Q. Did he indicate in any fashion as far as the company was concerned they expected you not to stay after a certain time? A. No.

He asked me if I was going to quit again and I told him no.

* * * * *

RE-CROSS EXAMINATION

136

Q. (By Mr. Reich) With respect to the meetings that you were asked about a meeting of May 7 and a meeting of May 24, It is a fact, is it not, that no record was made of the attendance at the May 7 meeting?

MR. WEIL: Objection to the form of the question as leading.

JUDGE CORBLEY: That is sustained.

MR. REICH: Counsel brought that out as a pre-
137 liminary question.

I will withdraw the question.

Q. (By Mr. Reich) Was there a record kept of the attendance at the May 7 meeting? A. I don't remember.

Q. Was there a strike vote taken? A. No, there

wasn't.

Q. Was there a record kept of the attendance at the May 24 meeting? A. Yes.

Q. Did you, before you attended the meeting on May 24, have any conversation or hear any conversations with respect to a strike before you got to the meeting on the evening of May 24?

JUDGE CORBLEY: I think that is two questions. Why don't you ask one at a time.

Did he speak or did he hear.

Q. (By Mr. Reich) Prior to the May 24 meeting at the union office, were you aware of any conversation with respect to strike? A. Yes. I spoke to Mr. Glevina and he mentioned they had talked about it the day before.

Q. "They", meaning who? A. The people who he had talked to.

Q. By the day before you mean the day before
138 this meeting; on the 23rd? A. Right.

Q. On the 24th when this meeting was held, that was a Friday night; is that right? A. Yes.

Q. The intervening Monday was Memorial Day holiday. Was it observed as a holiday in the plant? A. Yes.

Q. You also told counsel on cross examination that at the meeting of May 7 there was some talk about cards being not binding. Do you remember using that phrase or that term, "not binding?" A. Yes.

Q. Was there any talk about payment of dues to the union at that meeting? A. They mentioned, they explained to us the dues and the initiation process

upon the acceptance of the union by the company.

Q. The cards which you signed at that meeting which are in evidence here as Board's Exhibit 13, did that have any reference to either the deduction of dues or payment of dues?

MR. WEIL: Objection.

The cards will speak for themselves on that.

JUDGE CORBLEY Sustained.

Q. (By Mr. Reich) The talk that was engaged in on the subject of dues, were you told by any union
139 representative that by signing Exhibit 13 this did not bind you to pay dues until inception occurred? A. Yes. We asked them if we had to pay now and they explained that would take place when the union was accepted by the company.

Q. Is it in this connection the term, "not binding", was used?

MR. WEIL: Objection.

He is trying to impeach his own witness's testimony.

JUDGE CORBLEY: Sustained.

You may ask him in what connection.

MR. WEIL I object.

He has already answered the question. Your Honor, I suppose the record will show that.

JUDGE CORBLEY: I do not recall it being asked quite this way. You may ask him to explain the term, "binding".

Q. (By Mr. Reich) In connection with what the term quote, "not binding", close quote, would you explain that, please. A. I mean in the interim, dues

-- should we decide not to join the union, they wouldn't be held responsible to being members and paying dues.

Q. I think you also testified you were present
140 at the hearing before this Board in the representation case when testimony was given on or about May 29 and June 3, 1974. A. Yes, I was.

Q. Were you present on both those occasions? A. Yes.

Q. Did any witness that testified during the course of these hearings testify through an interpreter?

MR. WEIL: Objection. A. No.

JUDGE CORBLEY: I will get it in.

Do you recall if any witness testified through an interpreter at that hearing?

THE WITNESS: No, he didn't

JUDGE CORBLEY: Please continue.

MR. REICH: I have no further questions.

JUDGE CORBLEY: Mr. Weil.

MR. WEIL: I have a few more.

* * * * *

RE-CROSS EXAMINATION

L$L Q. (By Mr. Weil) Who said the cards would not be binding? A. I believe it was Mr. Grund.

* * * * *

141 Q. You stated that Mr. Glevina was a supervisor and he was a foreman in the mounting department or the shipping department? A. Shipping department.

Q. Is it not true that in the R hearing, representation hearing, under oath you testified he

was not the foreman of shipping department?

MR. REICH: Objected to as improper re-cross examination.

* * * * *

144 JUDGE CORBLEY: I think we are going on at great lengths about a small matter.

I have overruled your objection.

What if anything do you recall saying?

THE WITNESS: At that point, as I follow you, Mr. Glevina was a working foreman, to the extent he wasn't a supervisor. He didn't tell us what to do, rather directed the work and worked with us. I'm saying his was called a supervisor.

* * * * *

144 MR. REICH: Just to be of assistance so people do not have to go hunting all over, may I call your attention and play from the record the fact that at page 196 of General Counsel's Exhibit 4-B this witness:

"Question: Who do you take orders from in normal
145 day-to-day business?"

"Answer: Mr. Glevina."

* * * * *

145 Q. (By Mr. Weil) Did you not just say one minute ago you did not take orders from Mr. Glevina, but he is a working supervisor and just directs the work? One minute ago. A. I didn't say I didn't take orders. I said he directs the work, which from time to time would entail directing.

I guess you could phrase ordering work to be done.

* * * * *

146 Q. So you have yourself no firsthand information about anybody discussing a strike before that May 24 meeting; is that true? A. Right.

* * * * *

146 STEPHANIE GREEN

was called as a witness by and on behalf of the General Counsel and having been first duly affirmed was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Green) Ms. Green, what is your maiden name? A. Stephanie Sims.

Q. What is your home address?

* * * * *

148 Q. Ms. Green, were you ever employed by American Map Company? A. Yes.

Q. When were you hired for that job by the company? A. In the middle of April.

Q. How did you get the job? A. Through my girlfriend.

Q. Who is your girlfriend. A. Diane Bryant.

Q. Was that April, 1974? A. Yes.

Q. How did that happen? How did it come about? A. Well, she just told me they needed some help and for me to come in and see Ms. LaFarr.

Q. What if anything did you do? A. I came in to see Ms. LaFarr.

Q. When you got to the company the first time, whom did you speak with?

149 A. Ms. LaFarr.

Q. Can you tell us what was said between yourself and Ms. LaFarr when you got there? A. She just

asked me did I know what I was supposed to do and how much I was getting paid. And, she told me to fill out the tax form and that's all.

Q. Do you recall saying anything else? A. No.

Q. What happened after you spoke to her that day? A. I don't think I started that day. But, I came back the next day, I believe.

Q. How did you know to come back the next day? A. She told me to.

Q. The day you spoke to Barbara LaFarr, the first time you ever spoke to Barbara LaFarr, did you speak to anybody else in the company the same day? A. No.

Q. When you went back to the company the following day to start work, did anybody tell you what kind of work to do? A. Ms. LaFarr.

Q. What did she tell you, as best you remember? A. She just showed me how to put the catalogues in the envelopes and the labels on them and that's all.

Q. Did anyone tell you where to work, where to sit? A. Yes, she told me where to sit.

* * * * *

150 Q. Did anybody else tell you or was it just her? A. No, just her.

Q. How long did you work there? A. Just for about a month, I guess.

* * * * *

152 Q. Did you have a conversation with Leroy Brown? A. Yes.

Q. I am not talking about a general conversation. I am talking about the union.

When did you have such a conversation with Mr.
153 Brown? A. In the middle of the week I was laid off.

Q. Where did this conversation take place?
A. In the street going home.

Q. About what time? A. About 5:00.

Q. I would like you to tell us how the conversation started and who said what to whom. In other words, what you said to him; what he said to you. A. Well, it was a group of us walking. But, it was just me and him together at this time. And, I heard -- you know, the other people talking about the union and so I asked him what it was all about.

Q. When you say, "him --" A. I asked Mr. Brown to explain to me what the union was about and what good it was and you know, why there was so much discussion about it and everything.

So, he told me that the union was supposed to bring better benefits in. But, it wasn't -- the benefits they had already was good enough.

So, then he told me that the people who started the union were going to get -- he said that every time -- I can't remember exactly what he said. But, he said every time they start trying to bring a union in, these people who try to bring it in get fired. That's what he said and he said they have been try-
154 ing for about eight years to bring it in and it never came in yet.

I asked him, you know, could they do that.

And he said, "Yes, they do it all the time."

The he told me three people were going to get laid off Friday and Mr. Scibelli was one of them.

And, he wouldn't tell me who the other two people were.

* * * * *

154 A. Well, a week before, Ms. LaFarr told me that was going to be my last week and I told everybody by that Friday and everybody asked me why was I leaving and everything. And, I told them Ms. LaFarr said there was no work for me.

So, everybody went to her and asked her about it and she said she hadn't said that and I was still going to be there.

Then, the next week I got laid off.

Q. Who told you you were getting laid off? A. Ms. LaFarr.

Q. What did she say to you? A. She told me they didn't have any more work and I would probably be called back at the beginning of June.

Q. She said you probably would be called back
155 at the beginning of June? A.Yes.

Q. Did she say why? A. She said because they should get some new catalogues by this time.

JUDGE CORBLEY: When was this conversation you had, the one you have just spoken about with Ms. LaFarr?

THE WITNESS: Friday. That Friday.

JUDGE CORBLEY: Is that the same day that you left the employment of the company?

156 CROSS EXAMINATION

157 Q. When you were hired, is it not true that you also spoke to Mr. Scali? A. No.

Q. You did not speak to Mr. Scali? A. No.

Q. How did you come to be hired again?

A. I went in through my girlfriend, Dian Bryant.

Q. When you came to the company, who told you to speak to Ms. LaFarr? A. She did.

Q. What did Ms. LaFarr say to you?

158 A. She just told me, she asked me did I know what I was supposed to do and she told me to fill out the tax form.

Q. Did you fill out an application? A. No.

* * * * *

160 Q. I would like to call your attention to your discussion with Mr. Brown. A. Yes.

* * * * *

160 Q. You stated that you were walking, I guess
161 you were going home when he stopped you? A. Yes.

Q. Or at least came up and walked along side you? A. No.

Q. What happened? A. Well, we usually walk to the same station together.

* * * * *

Q. Were there other people who walked with you? A. Yes. But, this day they weren't going this way. So, it was just the two of us.

* * * * *

163 Q. Do you remember when you were hired, when you started work at the company? A. The exact date?

Q. Yes. A. No.

Q. Was it some time in April; do you remember? A. Yes.

JUDGE CORBLEY: Of 1974?

THE WITNESS: Yes.

164 * * * * *

RE-DIRECT EXAMINATION

Q. (By Mr. Green) I think you already testified about your conversation with Leroy Brown. Can you tell us about how much before the day you were laid off this occurred? A. I guess about a week or so.

Q. About a week? A. Yes.

Q. During this conversation Mr. Brown said that something was going to happen with respect to Mr. Scibelli. Did he say precisely what was going to
165 happen? Did he use particular words? A. He said three people in the back were going to get fired and Mr. Scibelli was one of them.

Q. Did he use the word, "fired," or did he use another word? A. No, he said fired.

Q. Did Mr. Brown say anything about Scibelli's relation to the union? A. Well, he said the guy he was trying to start the union. He said the guy who's trying to start the union, referring to Mr. Scibelli. He said, "the guy who's starting the union." He said, "Mike."

I didn't know which Mike he was talking about and he said Scibelli.

* * * * *

165 RE-CROSS EXAMINATION

167 * * * * *

Q. (By Mr. Reich) Did you discuss your testimony previously with a member of the National Labor Relations Board? A. Yes.

Q. Did he make a statement to you or to you to him? A. Yes.

Q. Did you tell him, to your recollection, did you tell him you met with Mr. Brown approximately May 15? A. Yes.

* * * * *

RE-DIRECT EXAMINATION

Q. (By Mr. Green) I am a little bit confused, Ms. Green about this, "She said it was a mistake."

Will you please explain that? A. A week before I was actually laid off, Barbara had told me that Friday of that week --

Q. The preceding week? A. Right.

I was going to be laid off. When Friday came, I was telling everybody good-bye and everybody went to her and asked why I was being laid off. Then, she said she never said that.

* * * * *

MICHAEL SCIBELLI

after having been previously called as a witness by and on behalf of the general counsel and, having been first duly sworn, was further examined and testified as follows:

JUDGE CORBLEY: Before you begin, Mr. Scibelli, it is my duty to remind you that you are still under oath from yesterday.

Please proceed, Mr. Weil.

RE-CROSS EXAMINATION

* * * * *

question.)

JUDGE CORBLEY: At any time have you spoken to an NLRB representative about this case?

THE WITNESS: I guess throughout the case.

171 * * * * *

Q. Did there come a time when an employee of the company told you that Mr. Scali wanted to see you? A. Yes.

Q. What did you tell that employee? A. I told him that if Mr. Scali wanted to talk to me about the union, he could talk to me himself.

Q. That is what you said to the employee? A. Yes; that is not an exact quote.

Q. Well, is this an exact quote: "I said, if Mr. Scali wanted to talk to me, he should come himself." Is that an exact quote? A. Yes, I believe so.

Q. Then the statement you gave me before was not quite correct, sir, right?

172 * * * * *

MR. REICH: Objection to it.

JUDGE CORBLEY: Let's move on, that is sustained.

172 * * * * *

RE-DIRECT EXAMINATION

Q. (By Mr. Green) How did that come about? A. Excuse me?

Q. How did that come about? A. Thomas Strico came back to me one day at lunch time --

Q. Who was Mr. Strico? A. He is a photographer for the company, and he spoke me and we talked about the union, and then we went into the pros and cons and he told me how he didn't think it was a good idea and he was against the union, and we talked back and forth, and at the end of the lunch time he said, "Do you mind if I go tell Mr. Scali what you said?" And I said, "This was between you and me, but if you feel

you have to talk to him, go ahead." And he went out and spoke to Mr. Scali, because he came back to me around 3:00 or 4:00 o'clock that day and told me Mr. Scali wanted to talk to me, that maybe we could work it out. I said, "If he wants to talk to me he can talk to me, he doesn't have to send messages back and forth.

173 * * * * *

TOMMY L. SMITH

was called as a witness by and on behalf of the general counsel and, having been first duly sworn, was examined and testified as follows:

174 Q. (By Mr. Green) Please state your full name and address for the record, please? A. Tommy L. Smith, 10 Maple Street, Brooklyn, New York 11225, apartment D6.

Q. Are you employed, Mr. Smith? A. Yes.

Q. By whom? A. The Municipal Parking System, run by Kenny Corporation, in Brooklyn, New York.

Q. Were you ever employed by American Map Company? A. Yes.

Q. For how long and until when were you employed by American Map Company? A. I began work at American Map in October of 1969, up until May 28th of 1974.

Q. What department did you work in? A. The mounting department.

Q. What kind of work did you do? A. Mounting.

Q. Could you briefly describe the job? I don't want a whole big explanation? A. Well, my job was to paste maps on boards.

Q. Did you ever sign a card for local 923?

A. Yes.

175 JUDGE CORBLEY: Off the record.

(Discussion off the record.)

JUDGE CORBLEY: We'll be back on the record. Would you please proceed, Mr. Green: I believe you have identified general counsel's Exhibit 15, or rather you have asked for it to be identified by number. Would you continue?

MR. GREEN: Would you mark this for identification?

(The document above referred was marked General Counsel's Exhibit 15, for identification, as of this date.)

Q. I show you what is marked as General Counsel's Exhibit 15 for identification, and ask you if you can identify that document (handing)?

A. Yes; this is an application for membership in 923 that I signed on May 7th.

Q. That is your signature on this document?

A. Yes.

Q. You say you signed it on May 7, 1974?

A. I believe that is the date on it; right, the 7th.

MR. GREEN: I offer this in evidence as General Counsel's Exhibit 15.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: No objection.

JUDGE CORBLEY: Mr. Weil?

MR. WEIL: No objection.

JUDGE CORBLEY: Without objection the document

176 is received in evidence. Please continue.

(The document, heretofore marked General Counsel's Exhibit 15, was received in evidence, as of this date.)

MR. WEIL: I want the Court to understand that while I am not objecting to this being submitted in evidence, I am not acquiesing to the validity of any of these documents.

JUDGE CORBLEY: I don't understand the objection.

MR. WEIL: No objection, I am just saying that while I am not objecting to their being submitted in evidence, I am not acquiesing to their validity.

JUDGE CORBLEY: Thank you.

Q. Where did you sign that document, that card? A. In the union office of 923.

Q. I take it that was on May 7th, but about what time of the day did that take place? A. Around 6:00 o'clock p.m.

Q. I would like you to tell me who was there? Was it a meeting of some sort? A. Yes.

Q. Were you the only employee there or were there other employees there as well? A. There were other employees there.

Q. I would like you to tell me who was there on
177 behalf of the union? A. Mr. Paul Waites, Mr. Sidney Grund, Mrs. Patrica Dolan, I think that's it.

Q. Who were the employees who were present that you can recall? A. Myself, Michael Glevina, Michael Scibelli, Vance Davis, Clyde Warren, Roberto Martinez, Radames Martinez, Carlos Bergen, and Nicholas Ambrose.

Q. Do you recall anybody else? A. I believe

Jose Vargas was there also.

Q. Do you recall anybody else? A. Well, as far as I know that's about it.

Q. Do you know a man named Ronald Coleman? A. Yes; Ronald Coleman was there, I thought I had called him.

Q. Who gave you the cards that you signed? A. Someone from the union, I don't recall which one.

Q. Did he have cards which were given to the other employees as well? A. Right.

Q. Did you see whether or not the other employees signed cards? A. Well, we were all sitting in a group, and as it so happens there were about two or three pens, so as one would sign they would pass the pen on to the others, so by looking around I did see people writing.

178 Q. You worked in the mounting department; did there come a time when Leroy Brown spoke to either yourself or the other employees in the mounting department regarding the union? A. Yes.

Q. Tell me when that was? A. Well, I don't recall; he spoke with us several times and on the first occasion I think it was around the first week of May, he was telling the employees in the mounting department about the fact that a union tried to get organized at American Map ten or fifteen years ago; or whatever the case was, and that everyone that was involved with it had gotten fired. And after this, around maybe two weeks later, he came again with the same story, and at that time he told us that Mr. Andrews had told him to tell us not to discuss union

activities at work. And he also reminded us of the fact that the people that had tried before to organize were fired.

Q. You are talking about the second meeting now? A. The second conversation. I remember telling him that he or no one else had the right to tell me what I could talk about, and at any time, whether I was at work or any other place, I felt that as long as I was doing my work, I could talk or do whatever I wanted to. So at that point, he and I got into an
179 argument.

Q. What did he say? A. He told me that this is what Mr. Andrews told him to tell us, and then I said that was besides the point, he or no one else could tell me what to talk about. And at that point he threatened me again about employees being involved would lose their jobs, and that we would be fired. And I told him "If that is the way it has to be, it has to be that way, because no one is going to tell me what to talk about."

Q. Where did the first meeting take place?
A. In the mounting department

Q. About what time of day did the first meeting take place? A. I guess around 2:30 or 3:00.

Q. And the second meeting, about what time of day did that take place? A. Around 3:00 or 3:30.

Q. Where did that meeting take place? A. This was also in the mounting department.

JUDGE CORBLEY: I believe you testified that the second meeting took place two weeks after the first meeting; is that your testimony?

THE WITNESS: Around two weeks, yes.

JUDGE CORBLEY: Can you give us a little bit better idea if you can recall, of the date of the first of the two meetings about which you have just testified?

THE WITNESS: I think the first meeting was
180 around the third of May.

JUDGE CORBLEY: The third of May --

THE WITNESS: '74.

JUDGE CORBLEY: Continue, Mr. Green.

Q. Can you pinpoint the second meeting in any way you can associate that with some other event? A. Well, I couldn't pinpoint the date, but as I recall it was the day prior to Michael Scibelli's interruption of service.

Q. Incidentally, at the first meeting that you talked about, did any of the employees say anything? A. Well, they voiced an opinion afterwards, but not while Leroy Brown was around.

Q. They talked about it among themselves later? A. Right.

Q. I want to call your attention to the day that Michael Glevina was discharged? A. Okay.

Q. Now during that day -- first of all, is there a kind of a bin or a box in which orders are placed? A. Yes.

Q. Would you tell us where that is? A. That is located in the shipping department near the sorting table.

Q. What goes into that bin or box; are there
181 papers that go in there or what? A. Well, the orders

are placed there so that they can be picked and checked and then later packed to be shipped.

Q. With respect to the day that Michael Glevina was discharged by the company, did you notice anything unusual that day about the bin? A. from the way I observed it, around 3:30, I assume it was around 3:00 or 3:30, Mr. Andrews walked through the plant area, and shortly after that Michael Glevina was called into Mr. Andrew's office, and Mike had some sort of conversation there; and Mike came back and told us what had happened. And while Mike Glevina was in Mr. Andrew's office talking, Floyd Wesley came into the shipping department and placed a stack of orders into this bin. So, when Mike came back, he told us that Mr. Andrews had told him that he was fired. And that day after work we went downstairs and we told Mike what had happened with the orders.

Q. What did happen with the orders? First of all, who is Floyd Wesley? A. Floyd Wesley is really what they consider the shipping clerk.

Q. Does he have any responsibility with filling their bin with the orders? A. Well, he functions as a shipping clerk.

182 * * * * *

Q. With respect to Mr. Wesley putting orders in the bin, did you pass by the bin? A. Yes, I did.

Q. What precisely did you see? A. I saw a stack of orders there.

Q. Would you estimate how many or how high it was? A. Well, I couldn't estimate as to the number

because, you know, it was -- I assume it was about this high, I guess (indicating).

183 Q. Is that about nine inches to a foot high?

MR. WEIL: Objection. What you are trying to do is put words in the witness' mouth.

JUDGE CORBLEY: Let the record reflect that the witness had his hands separated to describe how high the stack was, and his hands were separated about the distance of eight or nine inches. Please continue.

Q. Was this, in any way, different from the amount of papers in that bin during the preceding week or during the same week? A. They were different.

Q. In what way was it different? A. Less.

Q. Which was less? A. On this day the orders were more than they were the week previous.

Q. Was it a great deal more? A. Yes, I would say so.

Q. Afterward, did you have any conversation or was there any conversation among the employees outside the building? A. Yes.

Q. About what time did that take place? A. This was after work, we get off at 5:00, so it was after 5:00.

Q. I would like you to tell me what was said

184 during this particular meeting?

MR. WEIL: Objection.

JUDGE CORBLEY: Basis?

MR. WEIL: Heresay, we are not talking about a party, we are talking about employees.

JUDGE CORBLEY: I haven't heard the name of the

speaker yet.

MR. WEIL: I would like to make the objection before the answer. I object to the question, not to the answer.

JUDGE CORBLEY: Would you tell us who the speaker was? And then I will consider the ruling.

THE WITNESS: Right after work the employees met downstairs, and all of us were talking.

JUDGE CORBLEY: The objection is rule upon in that I will take the testimony for the record heard by the witness, but not for the truth or the falsity behind those words.

Please continue.

Q. Tell us what was said? A. After work we met downstairs and we talked about Michael Scibelli being laid off because of the slowness of work, as that is what he had been told, and that day Michael Glevina was fired. We assumed then that it was, you know, it was something that the office had decided to do to try and get rid of the troublemakers. It was no longer a fact of being laid off because of
185 slowness of work, because as we realized then, that there wasn't a slowness of work to the point that someone should be laid off.

MR. WEIL: I object to that whole answer, and ask that it be stricken. This is completely conclusionary, a conclusion that man is making from a stack of papers that he saw. He is drawing his conclusion from it.

JUDGE CORBLEY: That objection is overruled.

You may continue.

A. (Continuing) After we talked about this, some of the employees were trying to decide what would be the best for us, because we felt that any one of us could be next. So, someone mentioned strike, maybe we should strike in protest of this, so the following day, which was a Friday, we had a meeting at the union office, and at this time took a vote on the strike.

Q. Let's go slowly. There was a meeting the following day at the union office, right? A. Right.

Q. What time of day did that meeting take place? A. Around 6:00.

Q. Did you men sign a piece of paper indicating your presence at that meeting? A. No; we signed a paper in regards to the strike vote.

Q. That would be general counsel's Exhibit 14,
186 which I show you (handing)? A. Yes, that's it.

Q. With respect to that meeting, I would like you to tell us, as best you can recall, and in sequence, what happened at that meeting? A. Well, we talked about what we should do to try and show a sign of protest against these two interruptions of service, so we tried to figure out what would be best to do to protect us, after feeling that one of us could be next. So, at that point, we took a vote on the strike, and after we had a union vote, we began to print the signs, and then the union representatives started explaining everything to us.

Q. What is everything? A. Well, concerning the conduct during the picketing, you know, the does and don'ts.

Q. Did you picket? A. Yes.

Q. When did you start picketing? A. May 28, 1974.

Q. Were you elected to any particular position with respect to the picketing? A. Yes.

Q. What was that? A. Strike Captain.

Q. I would like you to tell me who picketed, what employees; who were the employees who picketed? And I am talking about back and forth in front of the company premises. A. What do you mean, the names?

Q. Please? A. Myself, Jose Vargas, Nicholas Ambrose, Michael Glevina, Michael Scibelli, Vance Davis, Roberto Martinez, Radames Martinez, Clyde Warren, Ronald Coleman, Carlos Bergen, Tony Joseph, Vance Davis --

Q. Yes, you mentioned that? A. I mentioned Vance.

Q. Did there come a time when there was a discussion or decision to call off the strike? A. Yes.

Q. Approximately what time did that happen? A. This was, I believe it was at the end of the fourth day.

Q. What happened? A. Well, the group of us got together and the men started complaining about they were beginning to feel the squeeze, you know, after being out of work for four days, and there were several of us that were married, and you know. And so we just decided to call off the strike and return to work the following week.

Q. What, if anything, did you do about that?

A, So the Monday of the following week we, some of us, came here to another hearing.

Q. You mean to the NLRB Office?

A. Right. And the Tuesday of that week, the group of employees that were on strike went upstairs to the office of the American Map, and I asked the receptionist to call Mr. Andrews and that I wanted to speak with him. So Mr. Andrews came out and I told him that we had come back for our jobs and then Mr. Andrews told me that we had been replaced, and there weren't any jobs, so we left.

Q. Was Clyde Warren with you? A. No.

Q. What about Nicholas Ambrose?

A. Yes.

Q. If you know, do you know if Nicholas Ambrose asked for his job back previously? A. Yes, he told us about it.

* * * * *

188 CROSS-EXAMINATION

189 Q. (By Mr. Weil) Mr. Smith, I call your attention to the union meeting of May 7, 1974, which you said took place at approximately 6:00 p.m. at the union office. You testified that Mr. Scibelli was present, Mr. Glevina was present, forget Mr. Glevina -- Mr. Davis, yourself, of course, Mr. Warren, the two Martinez', Carlos Bergen, Nicholas Ambrose, Jose Vargas and Ronald Coleman; you have left out Toney Joseph, are you stating that he was not there? A. I am not stating that he wasn't there, but I don't recall him being there.

Q. The rest of these people you are sure were

present? A. As I recall it, yes.

Q. You are reasonably sure, anyway? A. Yes.

Q. Did you speak to all of these people? Did you have occasion to speak to all of these people? A. Where, at the meeting?

Q. Yes? A. Yes.

Q. Do you specifically remember Radames Martinez being there; specifically? A. Yes.

Q. Do you specifically remember Carlos Bergen
190 being there? A. Yes.

Q. Roberto Martinez? A. Yes.

Q. At this meeting, was there a discussion about the pros and cons of union membership? A. Yes there was.

Q. Did Mr Glevina take part in that conversation? A. Yes, he took part in it.

Q. Did you take part in the conversation? A. Yes.

Q. Was the tone of the conversation generally favorable to the union membership, as to the advantages of joining a union; was the tone in that respect? A. To the employees or to the union?

Q. Was everybody there for joining a union? A. Yes.

Q. Did Mr. Glevina state his preference? A. He stated that he was for it.

Q. He was for the union? A. Yes.

Q. At this meeting when Mr. Glevina said that he was for the union, a number of these gentlemen, including yourself, signed union cards? A. Yes.

Q. At this time, was there a discussion, to

191 to your knowledge, about these cards that you signed, namely the application for membership? A. Yes, the applications was discussed.

Q. Did the union officials who were there tell you about these cards? A. Yes

Q. What did they say? A. They said that this was only an application, and that it was an application not meaning that we were a member of the union, it was merely an application.

Q. Did they tell you that these cards were not binding on you? A. Maybe the word binding was used, but I don't recall it.

* * * * *

196 Q. When Mr. Glevina was discharged, did he tell you the reason for his discharge? A. Yes

Q. What did he say? A. He told me that Mr. Andrews had told him that he had had it with him, and he was firing him.

Q. That is all he said? A. He said something about Michael Scibelli being involved with the union also.

* * * * *

199 Q. You said that the strike was voted on because of the discharge of Mr. Glevina and a termination -- interruption, as we called it, of Mr. Scali's employment; is that correct? A. Yes.

Q. Was that the only reason for the strike? A. No.

Q. What was the other reason or what were -- let me rephrase that question. What were other reasons? A. One other reason is the fact that we felt

that one of us could be next, so we were protesting to show the company that we were against the layoff of the former two employees.

Q. That was the reason stated to you, I believe sir, and I asked you if that was the only reason for protesting which you claim were illegal actions of the company as to Mr Glevina and Mr. Scali. I am asking you, was there another reason or other reasons for the strike? A. Well, we were letting the company know that we were against it, and to try and protect ourselves.

Q. You were against the discharge and the layoff or the discharges and interruptions whatever you call it? A. Right

200 Q. Were you present when the sign that you carried, which has been submitted in evidence as Company 1, was presented to you? A. Well, during the meeting of May 24th the sign was drawn up then, and I saw it, yes.

Q. Did you say anything to protest the fact that the sign made no mention of the company's illegal actions as to Mr. Scibelli and Mr Glevina? A. No.

Q. You made no protest? A. No.

Q. Was not the purpose of your striking to notify the company that you were protesting its actions? A. Yes.

Q. Weren't you also trying to notify the public that they were not to patronize the company because you were protesting its actions? A. With the strike we were notifying the company, and by doing this, the

public was also notified.

* * * * *

202 Q. Can you say again what happened at that meeting?

MR. GREEN: Objection, unless it is specified as to what meeting we are talking about.

203 MR. WEIL: I specified we are talking about the first meeting.

Q. May third? A. Yes; Leroy Brown was telling the workers in the mounting department about some other union tried to organize with the company and that the workers that were involved were fired.

Q. All of the workers that were involved were fired, he said? A. Well, he used the term workers. I don't know.

Q. In either of your affidavits, did you give a statement of your recollection as to this first meeting? A. I believe so.

Q. This May 3rd meeting. At this meeting did you notice Mr. Scali in the area? As I recall, you testified that he overheard it at one time and moved in near the area where he was visible to you?
A. Yes, I recall seeing him in the area.

Q. You do recall that? A. Yes.

Q. I ask you again, sir, do you specifically recall two such meetings? A. Yes.

MR. REICH: That is objected to, we have been
204 going over and over the same questions. And the recognition of it is by the use of the word "again".

JUDGE CORBLEY: Yes, that is sustained.

Q. Did you tell the board agent to whom you gave these statements, of both meetings?

MR. REICH: That is objected to as irrelevant, immaterial and incompetent.

JUDGE CORBLEY: That is overruled.

You may answer. A. I believe I told the agent about the two meetings.

Q. Did both meetings stick out in your mind; do you recall both meetings clearly? A. Yes.

* * * * *

204 Q. When you were giving the statements, did you volunteer the information? In other words, what I am saying are were these statements in your own words or were words used that you agreed to? A. They were mostly in my own words.

Q. Is it true then, that you pointed out to the board agent the incidents that you considered
205 were important, and that what you considered showed Mr. Brown as anti-union? A. I don't know whether I did that or not, I don't know.

Q. Was it Mr. Carmody? I believe you said it was Mr. Carmody, when Mr. Carmody interviewed you, did he ask you whether or not a May 3rd meeting had taken place?

MR. GREEN: Your Honor, I am going to object at this time, I think that if this witness is going to be asked questions relating to conversations that resulted in two affidavits, it would only be fair that he be shown and given a copy of the affidavit to refer to. I don't think it is fair not to do so.

* * * * *

205 MR. WEIL: Suppose I offer these in evidence then.

JUDGE CORBLEY: You are free to.

MR. WEIL: I offer two documents as Company's Exhibits 2A and 2B for identification and into evidence.

JUDGE CORBLEY: You are offering these into evidence?

MR. WEIL: Yes.

* * * * *

208 Q. Did you give Mr. Carmody a statement to be written down concerning the May 3rd meeting? A. At that point, I can't really say, all I know is I just gave him two different statements; just to say I gave him one concerning this particular day of May 3rd, I can't really say.

Q. Did you give him a statement concerning both meetings to be written down by him? A. I recall telling him about two meetings, but the details, I don't remember.

Q. Did you read these statements before you signed them? A. Yes.

Q. Did you notice whether or not they contained any statement by you concerning the May 3rd meeting?

* * * * *

209 A. (Continuing) I didn't pay any particular attention to the meeting of the 3rd on this.

Q. You didn't pay any particular attention to it? A. No.

Q. Did you remember such a meeting prior to hearing the testimony of Mr Scibelli? A. Yes.

Q. But you did not call it to the attention of the NLRB representative, even though you read it? A. It's possible.

* * * * *

RE-DIRECT EXAMINATION

Q. (By Mr. Green) You mentioned that you did recall the second meeting, I am referring to the meeting involving Leroy Brown. You testified that you recalled the second meeting more clearly than the first meeting; is there any particular reason for that? A. Yes; because as I have stated before, that
210 is when he told us that we could not -- that his boss didn't want us to talk about union activities during working hours, and I told him how I felt about it, and later he and I got into an argument about it.

Q. You did not have any argument at the first meeting? A. No.

Q. Now with respect to the company's counsel asking you some questions regarding if somebody held back orders, whether that would result in less work, whose function is it --

M.R WEIL: I beg your pardon. I object to that so-called question.

JUDGE CORBLEY: I haven't heard the question.

Q. Do you recall Mr. Weil asking you about what would happen if somebody held back orders or if a foreman held back orders; do you recall talking about that? A. Yes.

Q. I would like to ask you whose responsibility is it to fill that bin with the orders? A. Floyd Wesley.

Q. Does Mr. Glevina do that? A. Not to my knowledge. he doesn't.

Q. So Floyd Wesley and not Mr. Glevina? A. Yes.

MR. GREEN: I have no further questions, your Honor.

* * * * *

211 PAUL WAITES

was called as a witness by and on behalf of the general counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Green) Would you please give us your full name and address? A. Paul Waites, 180 Lenox Road, Brooklyn, New York, 11226.

Q. Would you please tell us by whom you are employed? A. I am employed by Local 923.

Q. Were you, prior to being employed by Local 923, were you employed by somebody else? A. Yes; I was employed by Local 585.

Q. How long have you know the employees or some of the employees of American Map Company? When
212 was the first time you got into contact with them? A. Well, I got into contact with them around just before the strike.

MR. GREEN: Just mark this for identification.

JUDGE CORBLEY: That will be General Counsel's Exhibit 16 for identification.

(The document above referred to was marked General Counsel's Exhibit 16, for identification, as of this date.)

Q. I show you what has been marked as General Counsel's Exhibit 16, for identification, and ask you if you can identify this document (handing)?
A. Yes; this is a merger agreement.

Q. Would you please tell us generally what this is all about? A. Well, a meeting was held on March 28, 1974 between local 585 to decide that we would eventually merge with Local 923, and on April 4th, it was brought to the International, I guess you would call it, and we were officially merged on June 6th.

Q. June 6th or May 6th? A. May 6th, I'm sorry.

MR. GREEN: I offer General Counsel's Exhibit 16 into evidence.

JUDGE CORBLEY: Mr. Reich?

213 MR. REICH: No objection.

JUDGE CORBLEY: Mr. Weil?

MR. WEIL: Objection.

JUDGE CORBLEY: Your objection is based on what?

MR. WEIL: This is no more than a document that is signed, there is no proof that has been presented that the merger actually took place, nor has there been any testimony given, so I object because it is irrelevant document that has no meaning without more testimony.

JUDGE CORBLEY: Your objection is based on relevance?

MR. WEIL: My objection is based on relevancy and immateriality.

JUDGE CORBLEY: That objection is overruled. The document is received in evidence.

(Whereupon, the document, heretofore marked General Counsel's Exhibit 16, was received in evidence, as of this date.)

Q. There has been some reference to a meeting of May 7th; were you at such a meeting? A. Yes.

Q. How did that meeting come about as far as you personally know? A. Well, at first I wasn't directly involved in the setting up of the meeting, our organizer Mr Sidney Grund was involved with the meeting, setting it up, but I was at the
214 meeting, so how it came about I'm not sure.

Q. But you were present at the meeting? A. I was present at the meeting.

Q. During the course of that meeting, were there employees of American Map there? A. Yes.

Q. I would like you to tell me what took place at that meeting? A. Well, the first thing we did, they officially signed cards for 585, which was no longer 585, because we merged with 923 and it was now 923. So they had to sign new cards for 923, and this was brought to the attention of the employees, or former employees of American Map.

Q. So what happened? A. And everyone agreed to sign cards for the union.

Q. Were you handing out cards to the workers? A. Yes, to the workers.

Q. Did you see what they did with the cards? A. Well, everyone gave them out, and I picked them up personally.

MR. GREEN: Please mark these cards as General Counsel's Exhibits 17, 18, 19, 20, 21, 22, 23, 24, and 25.

(The documents above referred to were marked General Counsel's Exhibits 17, through 25, for identification, as of this date.)

215 JUDGE CORBLEY: Would you proceed, Mr. Green.

Q. I show you a group of documents marked General Counsel's Exhibits 17 through 25, and ask you if you can identify these documents (handing)?

A. Yes.

Q. What are these? A . These are the cards that we passed out to non-union members.

Q. What did you do with these cards afterwards?

A. What did we do with them afterwards?

Q. Yes; after that day? A. We would bring them to the National Labor Relations Board to request an election.

MR. GREEN: I offer Exhibits GC 17 through 25 in evidence.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: No objection.

JUDGE CORBLEY: Mr. Weil?

MR. WEIL: Objection

JUDGE CORBLEY: Basis?

MR. WEIL: They haven't been properly identified for one, and I would like an opportunity for a voir dire, if I may.

JUDGE CORBLEY: Please proceed.

VOIR DIRE EXAMINATION

216 Q. (By Mr. Weil) Are you testifying, sir, that all of these cards were signed in your presence? A. All the cards that are dated 5/7.

Q. Well, did you actually see each member present at that meeting sign those cards? A. Yes, everyone at the meeting signed the cards.

Q. I didn't say that. Did you actually see each member of the union sign a card? A. It is my recollection that I don't remember each member signing a card itself.

Q. Prior to this meeting, had you met Mr. Radames Martinez? A. I had been at another meeting with him, yes.

Q. Did you recognize him as Radames Martinez? A. Yes.

Q. Had you ever met Jose Vargas? A. Yes

Q. What meeting were you at with Radames Martinez? A. I don't recall the date, but there was a previous meeting before May 17th.

Q. There was a previous meeting before? A. Yes.

Q. You were at that meeting, sir?

MR. GREEN: I am going to object to this, this is beyond the scope of a voir dire.

JUDGE CORBLEY: That is sustained.

217 Q. Had you, prior to this meeting met each and every member that signed these cards?

MR. GREEN: Your Honor, I object, again, for the same reason.

MR. WEIL: How is he going to be able to identify these persons as the same persons, I could say that

I was Michael Glevina and sign a card, how is he going to know?

JUDGE CORBLEY: Well, that is sustained,

Why don't you repeat your testimony. Do you recall who was at that meeting when the cards were signed?

THE WITNESS: Yes.

JUDGE CORBLEY: Do you recognize the individuals who were at that meeting by name?

THE WITNESS: Yes.

JUDGE CORBLEY: Will you please continue.

Q. Had you ever met them before, all of them? A. I met them at a previous meeting, yes.

Q. Every one of them? A. Yes.

Q. Could you tell me the date of that meeting?

MR. GREEN: Your Honor, I object. it is outside the scope of a voir dire

MR. WEIL: I don't believe it is, Your Honor,

JUDGE CORBLEY: That is sustained.

End of voir dire examination.

MR. WEIL: I still object tothe admission of these cards. the witness has stated that he can not testify that they all signed cards in his presence, he so stated.

* * * * *

219 JUDGE CORBLEY: What condition were the cards in when you passed them out?

THE WITNESS: They were blank.

* * * * *

220 VOIR DIRE EXAMINATION

221 Q. Do you remember Mr. Vargas? A. Yes.

Q. Was he present at that meeting? A. Yes.

Q. Did you see him with a card in his possession at that meeting? A. The card that I gave him, yes.

Q. At the conclusion or sometime during the course of this meeting, did you get this card GC Exhibit 17 back from the person that you gave it to with all the writing on it? A. Yes.

JUDGE CORBLEY: May I interrupt? From whom did you get that card?

THE WITNESS: I got it from Mr. Vargas.

Q. If I were to ask you the same question -- and I am trying to save space in the record -- with respect to each individual whose name appears on Exhibits 18 through 25 exclusively, would your answers be the same? A. They would be the same.

Q. Would those answers be true? A. Yes.

* * * * *

223 MR. WEIL: What I am saying is that there is still no evidence that the cards were signed by the people that were alleged to have signed them.

JUDGE CORBLEY: Your statement appears on the record. Over your objection GC 17 through 25 are received in evidence.

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226 CROSS-EXAMINATION

Q. (By Mr. Reich) Do you know Sidney Grund? A. Yes.

Q. What is his position with 923? A. His position is an organizer.

Q. You have heard testimony that he was involved in some of the meetings, here? A. Yes.

Q. Did you hear such testimony? A. Yes.

Q. Where is Sidney Grund now? A. In the hospital.

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234 MICHAEL GLEVINA

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Green) Will you give us your name
235 and address, please? A. Michael Glevina, 641 56th Street, Brooklyn, New York 11220.

JUDGE CORBLEY: Would you be kind enough to spell your last name?

THE WITNESS: G-L-E-V-I-N-A.

Q. Mr. Glevina, were you employed by American Map Company? A. Yes.

Q. I take it you were employed in the shipping department; is that correct? A. Yes.

Q. I call your attention to the time that Mr. Scibelli was no longer working for the company; when did you first learn that Mr. Scibelli was not going to be working with the company any more? A. It was a Friday, May 17th.

Q. Did you hear before that? A. No.

Q. Who told you about it? A. Mr. Scali.

Q. How did this come about? A. I went into the office around 3:30, and he told me that business was slow and we would have to let somebody go.

Q. Did you say anything to Mr Scali? A. I reminded him that we had Miller Freeman.

236 JUDGE CORBLEY: Did you want to say if Mr. Scali

said anything else?

THE WITNESS: No, he told me that we were slow and I reminded him that we were doing Miller Freeman, and that the busy year was coming up, business at least.

Q. What, if anything, did Mr. Scali say? A. He said there wasn't that much paper work even for the office, and somebody had to go.

Q. What did you say? A. Who? And he said the last one on the list.

Q. That would be who? A. Michael Scibelli.

Q. What did you do? A. I went and told him.

Q. What did you tell him? A. I told Mr. Scibelli that as of that day that was his last day with the company, and that he was being laid off, he was going to be temporarily laid off.

Q. Did Mr. Scibelli say anything to you? A. Mr. Scibelli wanted to know if it was a temporary layoff or if he was fired, I said "As far as I understood it was a temporary lay-off."

Q. I just want to get it straight. Before that moment when you spoke to Mr. Scali, you had no idea with respect to what standing Mr. Scali had
237 with the company?

MR. WEIL: Objection.

MR. GREEN: I will rephrase the question.

Q. Before you talked to Mr. Scali that day, had you had any idea as to what was going to happen with Mr. Scibelli? A. No.

Q. You were the foreman of the shipping department? A. Right.

Q. Mr. Scibelli worked in the shipping department? A. Yes.

Q. I would like to call your attention to the day that you were discharged; on what date was that, first of all? A. May 23rd, on a Thursday.

Q. What happened? Tell me how it came about? A. I was called by Mr. Andrews to report to his office, and I went.

Q. What time was that? A. It was around a little bit after 4:00.

Q. What did you do? A. I went in and I said "You want to see me?" He said, "I have had enough of you." And I asked him what he meant, and he said that I was slowing the work down and trying to join the union. And I told him that the work was slow because the week before he let go Mike, and I had one guy sick for a couple of days.

238 Q. Who was the person sick? A. That was Vance.

Q. Were you slowing down the work? A. No, sir.

Q. After you left, did you tell the other workers what Mr. Andrews told you? A. What he told me? They asked me what happened, and I said, "I'm fired."

Q. Did you tell the other workers what Mr. Andrews told you, the reason why you were fired? A. Yes, I told Vance I believe, because he worked next to me, and it was the main packing area, I told him I was laid off because I was slowing down the work, and for joining the union. And then when I went into the office I asked Mr. Scali for my pay check, that I was fired and he told me to wait, and I got my pay and my vacation, and then I went downstairs, and waited for the guys, and told them the

whole story.

Q. Incidentally, is there a bin in the shipping department where orders are placed? A. Yes; we have got about two or three different baskets.

Q. Who fills that bin or who takes the paper work to put into that bin? A. Floyd Wesley.

Q. Do you have anything to do with that? A. No, he brings the orders in.

239 Q. Do you ever bring the orders in and put them in the bin? A. If he happens to be in the office he would hand them to me and I would put them in.

Q. So that is Mr. Wesley's job? A. Yes.

MR. GREEN: I have no further questions.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: May I have one moment, sir?

JUDGE CORBLEY: Take your time, Mr. Reich.

MR. REICH: I have one or two questions.

JUDGE CORBLEY: Please continue.

CROSS-EXAMINATION

Q. (By Mr. Reich) In any conversation that you ever had with any workers at any place, did you indicate or say to them anything to the effect that you were looking out for or acting on behalf of the company? Do you understand my question? A. No. Can you rephrase that?

Q. There were times that you had discussions or were present at discussions about the union; is that right? A. Yes

Q. You were present at the union office that time? A. Yes.

Q. Now on any of these occasions either in

240 the plant or you tell any of the workers that you

were acting for the company in this union business? A. No.

MR. WEIL: Objection.

JUDGE CORBLEY: Basis?

MR. WEIL: Relevancy.

JUDGE CORBLEY: Overruled.

Does the record reflect the answer?

THE REPORTER: Yes.

Q. Did you tell any of the workers on any of these occasions that the company wanted them to join local 923 or any other union? A. No.

Q. Did you know whether the company wanted them to join 923 or any other union? A. No, I don't think so.

Q. You didn't think so.

What was your understanding with regard to the company's attitude towards the union?

M.R WEIL: Objection, it is calling for a conclusion.

JUDGE CORBLEY: That is sustained.

Q. Before May 23rd, when Mr. Andrews called you in, and you had this conversation with Mr. Andrews, did you ever have any conversation with any management
241 personnel with regard to the union? A. No, sir.

Q. That was the first time you talked about the union to Mr. Andrews and Mr. Scali? A. That is the first time they mentioned it to me, yes.

Q. Did you ever discuss it with them? A. No, I was never asked.

Q. Did you ever hear any discussion on the part of management with respect to the union? A. One time

Mr. Scali called me in the office and asked us then to advise the guys not to talk about the union on the premises.

Q. When was that? A. Around May, after they received the letter.

Q. In 1974? A. Yes.

JUDGE CORBLEY: Can we have Leroy's last name?

THE WITNESS: Leroy Brown.

Q. Afterthis incident that you just told us about, when you and Leroy were told about the workers not talking about union in the plant -- A. No, they told us to tell the people.

MR. REICH: I withdraw the question.

Q. What were you told? A. As I remember,
242 we were told to tell our workers not to talk about the union on company times.

Q. After that, did you have any meetings at the union office? Did you attend any meetings at the union office? A. We had meetings, yes.

Q. Between the time of this conversation with Mr. Scali -- was it he who told you? A. Mr. Scali told me, yes.

Q. Between that time and May 23rd, were you at the union office? A. On the 7th, when we signed the second card.

Q. So this conversation that you just told me about with Mr. Scali was before May 7th; is that right? A. I believe so.

Q. When you were in the union office on May 7th, did you tell the workers what the attitude of the company was or what Mr. Scali had told you?

MR. WEIL: Objection. There has already been a ruling that any statement he had as to attitude of the company was conjectual.

JUDGE CORBLEY: This is a different question, that is overruled.

You may answer. A. I don't know, I don't remember specifically if it was mentioned again at that time, but most owrkers knew about it, and when it was brought in at the meeting that we were told
243 not to talk about the union.

Q. You had told your workers about those instructions? A. Yes, I told them, and they came from Mr. Scali's office.

Q. This was during working hours, right? A. Yes.

MR. REICH: No further questions.

JUDGE CORBLEY: Mr. Weil?

RE-CROSS EXAMINATION

* * * * *

244 Q. I call your attention to May 17th, 1974, the day of the interruption in the service of Mr. Scibelli, and I ask you whether or notthe work was slow in the shipping department at that time? A. Well, we were slow, but there was enought work to keep us going. It was slow, but it was enough work to keep us going.

Q. Was there also work enough that six people could have handled it very easily, truthfully? A. You could always use the people someplace else.

Q. Would you answer my question? Is it true that there was little enough work so that six people could easily handle it? A. I would say so, yes.

Q. Mr. Glevina, haveyou ever given a member of the company a card to sign, a union card, or as they
245 call it, an application for membership, to sign?
A. Yes.

Q. Which employees did you give? A. Clyde Warren.

Q. Is he the only one? A. Yes.

Q. How long had you been a foreman in the company? A. May 1971.

* * * * *

245 THE WITNESS: I was working as a foreman.

Q. I understand that. Was it well known by the members of the company, the employees of the company, that you were a foreman in the shipping department?
A. A foreman? Yes.

* * * * *

246 Q. Wasn't it true that Mr. Andrews' only instructions to you and Mr. Brown, were to tell the employees that they could not group together for the purpose of discussing the union on company time?
A. It was not Mr. Andrews, that gave us those instructions.

Q. Who gave you the instructions? A. Mr. Scali.

Q. But other than the fact that I mistook Mr. Scali for Mr. Andrews, was my statement correct?
A. Yes.

* * * * *

247 Q. To your knowledge, how many workers were employed by the company in the shipping department in the month of January 1974? A. I believe including

myself it was seven.

Q. Well, let's just talk about workers, other than you. A. Then it would be six.

* * * * *

Q. Do you remember how many people were involved employed in the shipping department other than your-
248 self in February, 1974? A. Still the same people.

Q. Is it not true that six people were employed in the shipping department in March of 1974? A. Yes.

* * * * *

Q. Is it not true that Mr. Scibelli was only hired in the shipping department around about the time that Mr. Davis was going into the hospital? A. He was hired, before, yes.

Q. When you say before, you mean a few days before, do you not? A. I believe a week or two weeks before, something like that.

* * * * *

Q. Did you know at that time that Mr. Davis was going into the hospital? A. Yes; he told us.

* * * * *

RE-DIRECT EXAMINATION

249 Q. (By Mr. Green) You indicated that you gave Clyde Warren a card, was that a card for local 923? A. For 585.

Q. Where did you give him that card? A. I gave it to him at work.

Q. And not at any union meeting? A. No.

Q. Was anybody else around when you gave him that card? A. No, it was just me and him.

Q. Apart from him, did you give that card to

anybody else? A. No, just him.

Q. The conversation you had with Mr. Scali about instructing the workers in the shipping department not to talk about union business on company time, was the word "grouping together" or "meeting" used? What was said to you? A. He said, "Tell your men not to group together and talk about the union on company time."

Q. Not to group together and not to talk about union business on company time? A. Yes.

MR. GREEN: I have no further questions.

JUDGE CORBLEY: Mr. Reich?

RE CROSS EXAMINATION

* * * * *

250 Q. Did a baseball team try to organize the office? A. I don't know anything about it.

Q. You stated that you gave Mr. Warren a union card in the company, at the company, right? A. Yes.

Q. Where was this card given? A. I think it was early in the morning I gave him the card.

Q. Did you tell him to sign it? A. No, I told him about the union and he already knew about it, because we talked about it, and if he felt like signing it.

MR. WEIL: I have no further questions.

JUDGE CORBLEY: Mr. Green?

MR. GREEN: Nothing futther.

JUDGE CORBLEY: Mr Reich?

MR. REICH: Nothing further.

JUDGE CORBLEY: Thank you, Mr. Glevina, you are

excused.

(The witness was excused.)

JUDGE CORBLEY: We will take a short recess at this time.

(Whereupon, a short recess was taken.)

JUDGE CORBLEY: We'll be back on the record.

Would you please proceed, Mr. Green.

MR. GREEN: I call Barbara LaFarr.

Whereupon.

BARBARA LAFARR

was called as a witness by and on behalf of the
252 general counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Green) Miss Lafarr, would you give us your full name and address for the record? A. Barbara LaFarr, 6362 84th Street, Middle Village, New York 11378.

JUDGE CORBLEY: Miss LaFarr, I wonder if you would be kind enough to raise your voice so that all of us would be able to hear you.

THE WITNESS: Yes.

Q. Would you tell us who you are employed by? A. By the American Map Company.

Q. How long have you worked there? A. Almost seven years.

Q. Do you know an individual named Michael Scibelli? A. Yes.

Q. Do you know him away from work as well as at work? A. Yes.

Q. How did you happen to know him other than through work? A. He was a friend of a friend of mine,

and that is how I knew him.

Q. During the month of May 1974, did you have occasion to speak to Mr. Scibelli about the union?

253 A. Only once.

Q. I would like you to tell me approximately when that conversation took place? A. I'm not sure exactly what the date was, I know that -- well, I know that it was at a time that we had gotten a letter, approximately the time we had got a letter that there was a union being organized.

Q. Was it before Mr Scibelli's layoff? A. Yes, sir.

Q. Where did that conversation take place? A. In the shipping department.

Q. How did you happen to be in the shipping department? A. I bring orders back there occasionally.

Q. I would like you teo tell me what he said to you? A. I can't quote you exactly, because I don't remember.

Q. I would like you to try and recollect what he said? A. The only thing I can remember is that when I brought the orders back to him I said something that I had heard that there was a union being organized and he said "Yes." And I said, I don't remember ifI expressed an opinion of who I thought was the organizer or not, I don't know how it came about, but he told me that it was him.

Q. Him that what? A. That organized the union, or went to the union office, or I don't know the exact words.

Q. He told you that he was the one responsible,

254 Did he use those words? A. I don't know what words he used, I couldn't tell you.

Q. Is it your recollection that he used the words that he was the one who first contacted the union?

MR. WEIL: Objection to this, he seems to be trying to impeach his own witness, she answered the question two or three times.

JUDGE CORBLEY: That is overruled.

You may respond. A. Answer his question?

JUDGE CORBLEY: Why don't you repeat the question, Mr. Green?

Q. Do you recall whether or not Mr. Scibelli used the words or did Mr. Scali tell you that he initially contacted the union or words to that effect? A. Like I said, I don't know what his words were, but it was something to the effect that he was in charge or whatever.

Q. Did you speak to Mr. Scali about this conversation? A. Yes I did.

Q. When did you speak to Mr. Scali? A. Yes; after I heard that it was him, I told him that I was going to tell him, and he said, "Fine."

Q. When did you talk to Mr. Scali? A. Well, it was after that.

255 Q. How much after that? A. I don't know exactly when it was, but it was the same day.

Q. Well, that is what I mean? A. Yes.

Q. What did you do, did you go to Mr. Scali's office? A. I don't recall if it was in his office or if it was in the office in general.

Q. What did you tell Mr. Scali? A. Well, I just told him that I was surprised but it was Mike who went to the union.

Q. Do you recall saying anything else to Mr. Scali? A. With regard to what?

Q. With respect to Mr. Scibelli going to the union? A. No.

Q. Do you recall whether or not you told Mr. Scali that Mr. Scibelli had told you that Mr. Scibelli was responsible for originally bringing the union to the company, or words to that effect? A. I don't recall. Excuse me?

Q. Did you tell Mr. Scali that Mr. Scibelli had just told you that Mr. Scibelli was the one who brought the union to the company?

MR. WEIL: I object to the question, it has already been asked and answered.

JUDGE CORBLEY: That is overruled.

256 You may answer

A. I just answered that, I'm sure that I told you that I went and told him.

Q. What I am trying to find out now, and this is some time ago, but I want you to try and remember, as best you can, the words as closely as possible as to what you told Mr. Scali about your conversation with Mr. Scibelli? A. Well, like I said, I told him that it was Mr. Scibelli or Mike, whatever, that went to the union office and I told him that I said to Mike that I was going to tell him, and he said all right, he didn;t care who I told.

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258 CROSS-EXAMINATION

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261 RE-DIRECT EXAMINATION

Q. (By Mr. Green) Miss LaFarr, I'm not sure I understand, Is it your testimony that you don't know if you fired somebody? A. Well, I didn't fire anyone that I know of, no, not directly.

Q. Well, I guess I don't understand. Did you ever interview somebody? A. Well, after Mr. Scali had spoken to someone, I might talk to them.

* * * * *

Q. What did you do? Do you remember any instances where you interviewed somebody? A. Well, not interviewed in the sense that I was interviewing for hiring.

Q. What were you doing? A. To speak to them about a job.

Q. What specific persons? A. You used Stephanie Sims before.

Q. Did you talk to her about the job? A. Yes.

Q. You knew that Mr. Scali had spoken to Stephanie Sims before.

Q. Did you talk to her about the job? A. Yes.

Q. You knew that Mr. Scali had spoken to Stephanie Sims? A. Yes.

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268 CROSS-EXAMINATION

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277 RE-CROSS EXAMINATION

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278 Q. You have testified that you spoke to me concerning the possibility of your testimony here,

did I ever, during that conversation, mention to you the name of Stephanie Simms? A. No, sir.

278 NICHOLAS AMBROSE

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was

279 examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Green) Mr. Ambrose would you please give your name and address to the reporter?
A. Nicholas Ambrose, 88 18th Avenue, Brooklyn, New York 11236.

JUDGE CORBLEY: May I ask you, Mr Ambrose, to try and speak as loudly as possible, so we can all hear you, please.

Q. Mr, Ambrose, do you work for American Map?
A. Yes.

Q. How long have you worked for the company?
A. Ten and a half years.

Q. What department have you worked in?
A. Shipping Department.

Q. Generally speaking, what kind of work do you do? A. I write up the packages to go out and stamp them up to bring to the post office, and I help package them when there is packaging to be done, if they need it.

Q. Mr. Ambrose, I show you what is marked as General Counsel's Exhibit 22, and ask you if you can identify this document (handing)? A. Yes, I can, that is the union card.

Q. Is your signature on that document? A. Yes, it is.

Q. Do you recall where you signed this card?

280 A. This was signed at the union office.

Q. Do you recall what date it was? A. May 7th.

Q. Mr. Ambrose, I take it that you knew Mr. Scali? A. Yes, I do.

Q. Did you ever have occasion to talk or have a discussion with Mr Scali about the union? A. Oh, yes -- well, one day I went into his office and asked him about it, and he told me that there was a union drive.

Q. Do you remember approximately when this was? A. A couple of weeks before I signed that card.

Q. The 923 card? A. Yes, the 923 card.

Q. What do you recall about it? Tell me what the conversation was as best you can remember it, the entire conversation? A. I just asked him what was going on because nobody was talking to me, so I went and asked Mr. Scali if anything was wrong, that's all.

Q. What, if anything, did he say? A. He told me that they were having a drive on for the union. That's all.

Q. Did he say anything else that you can recall? A. No, I can't recall right now.

Q. Did he say what, if anything, you should

281 do about it? About the union?

MR. WEIL: Objection, I think the witness has answered the question, your Honor. He said he couldn't recall.

JUDGE CORBLEY: It is overruled. You want to repeat the question, please, Mr. Green?

Q. Do you recall whether or not Mr. Scali said

anything as to what you should do about the union? A. No, I don't recall, no.

Q. You don't recall? A. No.

Q. I show you this piece of paper consisting of two documents and ask you to read the last paragraph, and after you read that, I will ask you if that refreshes your recollection?

MR. WEIL: Objection, I think I should be shown a copy at this time. I don't know if he should, but if he should, so should I.

JUDGE CORBLEY: Let the record reflect that General Counsel handed counsel for the respondent what apparently is a statement taken out of general counsel's file. Would you continue, Mr. Green?

MR. GREEN: Yes.

Q. Have you read that? A. Yes.

Q. Now that you have read that, does that
282 refresh your recollection as to what Mr. Scali told you when you went into his office? A. Well, sort of, yes.

Q. Tell me what he said? What he said to you? A. Well, not to get involved with it, that was the point of it.

Q. Did he say, what, if anything, would happen to you if you did get involved? A. Well, yes. He did say that I could lose my job if I did get involved, I remember that.

JUDGE CORBLEY: Please try again, Mr. Ambrose, to speak up, if you would, please.

Q. Do you recall having a conversation with Mr. Weeks about the union? A. Yes.

Q. Do you remember about when this conversation took place? A. About around the same time, a little after.

Q. Do you have a recollection as to where it took place? A. In the plant or on the job.

Q. I would like you to tell me, as best you remember, what you said to Mr. Weeks and what he said to you? A. Well, there were a few other people, so it wasn't directly said to me.

Q. Well, what do you remember him saying?

283 MR. WEIL: This is outrageous, really.

Q. Do you remember him saying anything? A. No, not in particular, but the money was just a joke, that's all it was, again, it wasn't said to me directly it was only in conversation as a joke, I thought.

Q. He offered you some money?

MR. WEIL: Objection, he stated it was a joke. Did you hear him?

MR. GREEN: I am asking what was said.

JUDGE CORBLEY: That is overruled. You may proceed.

A. That is all that was said.

MR. WEIL: You guys will do just about anything, won't you?

JUDGE CORBLEY: Let's move on.

Q. Did Mr. Weeks ever talk to you or make any reference to, if you recall, Tommy Smith and Mr. Scibelli and Mr. Davis, to you? A. No, I don't recall that.

Q. I show you your affidavit (handing)?

A. Yes, that is true, I am sorry, I thought --

Q. You have to tell me what is true in your own words? A. That he did mention their names, but --

Q. What did he say about them? A. That I shouldn't get involved with them, that's all.

Q. That you should get involved or shouldn't?

284 A. That I shouldn't.

Q. Mr. Ambrose, did you attend a meeting before the strike at the union office? A. Yes, Id did.

Q. Was there a vote taken at that meeting? A. Yes, there was.

Q. Did you vote? A. To strike, you mean?

Q. Yes? A. Yes I did, reluctantly.

Q. Was there any reason why you were reluctant? A. Yes, well, I worked for them, for Mr. Andrew's family for a long time, and I was reluctant, and this was also.

Q. This appearance is also reluctant, too?

MR. WEIL: I object.

MR. GREEN: I am just asking what happened.

Q. I want to bring your attention to the day that Michael Glevina was fired; did you remember that day? A. Yes, I do.

Q. During the afternoon, did you go to the post office at some point? A. Yes. I did, about 3:30.

Q. When you came back, did you come back to the shipping room or the shipping department when you returned? A. Yes, I did.

285 Q. About what time was that? A. About 4:10, 4:15.

Q. Did you notice anything unusual when you

got back? A. Yes; Mike was getting ready to go home.

Q. Did you notice anything unusual? A. No, not until I went home.

Q. When you went home, did you notice anything unusual? A. Yes there were more orders put into the box that weren't there when I left, and there quite alot put in there.

Q. In what way would that be unusual? A. Well, being that they said that we were slow, that would be unusual to have that many so fast.

Q. This was Friday, was it not? A. Yes

Q. Do alot of orders come in on Friday, or is that unusual? A. That is unusual for a Friday, because usually everything in done by Friday.

Q. Is this a bin or some sort of box where orders are placed? A. Yes, this is.

Q. Is there normally a time of the week where that bin would be most filled up? A. Yes, when we are very busy.

Q. How high in terms of inches was that bin
286 filled up? A. I couldn't say, but it was high.

Q. Show me with your hands. A. About that high (indicating).

MR. GREEN: I would like the record to reflect the judge's estimate of the distance between his two hands.

JUDGE CORBLEY: It appears to be six to eight inches.

Q. During that week and the preceding one, have you ever seen the orders that high? A. No.

Q. The preceding week? A. No.

Q. Who is it that brings out the orders? A. Mr. Wesley brings out the orders.

Q. Does Mr. Glevina bring out the orders? A. No.

MR. GREEN: I have no further questions, your Honor.

JUDGE CORBLEY: Mr. Reich?

CROSS-EXAMINATION

* * * * *

293 26 Federal Plaza
New York, New York
Friday, November 1, 1974

* * * * *

295 NICHOLAS AMBROSE,

having been previously called as a witness by and on behalf of the General Counsel, and having been previously duly sworn, was examined and testified as follows?

JUDGE CORBLEY: It is my duty, Mr. Ambrose, to remind you that you are still under oath from yesterday. Please be seated.

DIRECT EXAMINATION

Q. (By Mr. Green) Mr. Ambrose, did you go out on strike? A. Yes, I did.

Q. Did there come a time when you went and asked for your job back? A. Yes, I did.

Q. When was that? A. That was Friday afternoon.

Q. What Friday, if you can recall? A. About the 30th of May.

Q. Did you go with anybody? A. No, I didn't, I went up by myself.

Q. When you went up by yourself. did you speak
296 to somebody? A. Yes, I did, I spoke to Mr. Scali

Q. I would like you to tell me what you said to Mr. Scali and what he said to you. A. I asked him if I could have my job back, and he told me that it was already filled, and that if everybody came up with me they couldn't get their jobs back, because everybody's job was already filled, or in the process of being refilled.

Q. Did you say anything to him? A. No.

Q. Did you speak to anybody else? A. Yes I did; I went into see Mr. Andrews, too, and he spoke with me about working for them a long time, and he said he was awfully sorry he couldn't give me my job back at that time, because my job that I do was being done by someone else at that time and it would help if I didn't picket any more if I wanted to get my job back.

Q. Do you recall him saying anything else? A. No, I don't.

Q. Did you say anything as to why he was replacing the workers? A. No, I didn't

MR. GREEN: No further questions, your Honor.

JUDGE CORBLEY: Mr. Reich?

MR. REICH: May I have a moment, sir?

JUDGE CORBLEY: Take your time, Mr. Reich.

297 MR. REICH: No questions, sir.

JUDGE CORBLEY: Mr. Weil?

CROSS EXAMINATION

* * * * *

Q. Before you worked for the company, what did you do? A. I worked for the Lawrence Agency at the time before I worked for American Map.

Q. You worked for who? A. The Lawrence Agency, the agency that sent me to the job.

Q. What did you do for them? A. I carried the sign for them, there was a newspaper strike at the time and they needed a young man to do the advertising.

Q. You carried a sign for them? A. Yes.

Q. Is that one of the signs that you carry that

is like a sandwich, it is on one side of you and then the other? A. Yes.

Q. Did you have any employment before that, sir? A. Yes, I did.

298 Q. What was that? A. I worked at Stouffer's as a busboy.

Q. You were a busboy at Stouffer's? A. Yes.

Q. How long were you a busboy at Stouffer's? A. Around three months.

Q. Did you have any employment before that? A. Before that I used to -- no, none that I can recall of.

* * * * *

Q. What did you do before that? A. Before that? Well, I used to work at odd jobs, before that.

Q. Can you tell me what kind of odd jobs?

MR. REICH: This is objected to, I believe it is going beyond reasonable limits.

JUDGE CORBLEY: Overruled. You may answer.

A. What kind? Well, I used to help out in the stores where I lived, and they used to let me help them out.

* * * * *

299 Q. How much schooling have you had, sir? A. I only went up to high school, three years of high school.

Q. What high school did you go to? A. I went to Manual Training, that is now John Jay.

Q. You had three years at Manual Training? A. Yes, sir.

Q. Do you recall what public school you went to? A. Yes; I went to Public School 189 in Brooklyn,

and 232 in Brooklyn and Junior High 210.

Q. What kind of schools were they; were they normal regular everyday neighborhood schools? A. Yes.

* * * * *

300 Q. (By Mr. Weil) I call your attention to the testimony that you gave concerning a conversation that you had with Mr. Scali, that was the conversation that you testified to yesterday, not today; can you tell us again what the conversation was, what he said to you and what you said to him? A. Well, I just went in to ask him what was going on, and he told me that some of the fellows were attempting to organize a union, and that I shouldn't get involved with it. And also, if I wanted to keep my job I shouldn't get involved in it.

Q. He said that you were not to get involved with the union if you wanted to keep your job? A. Yes.

Q. When did you go in to see him, sir? A. About a few days before, about April 24th, something like that. I don't remember the exact date.

Q. In the affidavit which I believe has been submitted in evidence, as Charging Party 1, you stated that two weeks before you signed a card -- what are you reading, sir? A. This here (indicating).

Q. Could you try and remember without reading the affidavit, and if you have a problem I will let
301 you read the affidavit. A. Yes.

MR. WEIL: Your Honor, would you instruct him?

JUDGE CORBLEY: Counsel will give you an oppor-

tunity to look at the affidavit.

Q. (By Mr. Weil) You went in to see him two weeks before you signed the card; is that so? A. Yes, I do.

Q. Do you remember what you signed the card? A. One was May 7th.

Q. Did you sign another one before that? A. Yes, I did.

Q. When was that? A. About the week before the 7th.

Q. Did you go in to see him two weeks before you signed the first card, or two weeks before you signed the second card? A. The first card.

Q. That would be approximately -- when did you sign the first card? A. On May 1.

Q. So that would be about April 15th, around there; is that correct? A. Yes. around that. I couldn't exactly pinpoint the exact date.

* * * * *

302 Q. Why did you ask Mr. Scali what was going on in the back? A. I don't remember why I did.

* * * * *

303 Q. Tell me, Mr. Ambrose what do you do in the shipping department? A. I write up the mail and help with the packing, and take the mail to the post office, and that's about it, and stamp up the mail.

Q. I call your attention to your testimony concerning a letter you had; what did that letter say, sir?

MR. GREEN: What letter? I object.

Q. (By Mr. Weil) Sorry.

A letter you wrote on May 21, 1974, which I believe you testified to yesterday.

* * * * *

Q. (By Mr. Weil) Do you remember the contents of that letter? Don't read it, sir just tell me --

MR. WEIL: Your Honor, would it be possible to remove that affidavit and he can have it whenever he asks for it?

* * * * *

304 A. It was in general conversation, the offer of the money that I testified to, it was just like I said yusterday, it was almost a joke practically, it wasn't actually offered to me in particular.

Q. It wasn't? A. No, it wasn't.

Q. If it was a joke sir, and you took it as a joke, and the money wasn't really offered to you -- now I am repeating your words, aren't I? A. Yes.

Q. Why did you write the letter? A. I don't remember why I did write it the way I did write it.

305 Q. Who made this joking offer to you? A. It was in general conversation.

Q. You said it was a joke and you said it was an offer, who was the general conversation with? A. With Bob Weeks and a few other people; I don't recall, there was a few other people; in the conversation, too.

Q. You don't remember who they were? A. No, I don't.

Q. But you said Mr. Weeks was joking; is that correct? A. Yes.

Q. Then I ask you again, sir, why did you write

the letter? If I told you a joke you wouldn't write a letter about it, would you? A. No.

Q. If Mr. Glevina told you a joke you wouldn't write a letter, would you? A. No.

Q. When what made you write that letter, sir? A. I don't remember why I did write that letter.

Q. May I refresh your recollection a little bit? In your affidavit, which was submitted in evidence, and the letter was attached to it, you said "I was told to write it for a union man." Now I want to know who told you to write it for the union man,
306 and what union man you were told to write it for; if you can remember. A. No, I don't remember who asked for it.

Q. Were you told to write it by somebody who was working for the company? A. No, I wasn't.

* * * * *

Q. (By Mr. Weil) If it wasn't somebody who was working for the company, was it somebody that was working for the National Labor Relations Board, the NLRB; did they tell you to write that letter? A. I don't remember.

* * * * *

307 Q. (By Mr. Weil) You say you don't remember? A. No, I don't.

Q. Were you told to write the letter by somebody who worked in your department, in the shipping department? A. That is a possibility, but I couldn't tell you yes or no.

Q. Did this person, whoever it was, tell you the purpose it was going to be written for? A. No,

he didn't

Q. So they just told you to write a letter and you wrote it? A. Yes.

Q. Would you tell me, to the best of your recollection, the exact conversation that took place between you and Mr. Weeks, and if you can, tell me where it took place and what part of the plant it took place in, if it took place in the plant? Let's take them one at a time. When did this conversation take place? A. I couldn't recall that.

Q. Did it take place in April? A. Possibly.

Q. Did it take place in June? A. No.

308 Q. Did it take place in May? A. It could have been, but it probably was April.

Q. Where did this conversation take place? A. That, I don't recall.

Q. Was it at your house? A. No.

* * * * *

Q. (By Mr. Weil) Was it in a building? A. Yes, it was, it was in ours.

Q. It was in the American Map Company place, wasn't it? A. Yes, most likely.

Q. Do you remember what time of day this took place? A. Probably during lunch hour.

Q. Did you make it a habit, or was it your custom, to have lunch with Mr. Weeks? A. No.

Q. So then what we have here is that sometime during lunch hour in the American Map Company place, you believe sometime in April you had a conversation with Mr. Weeks; is that correct? A. Yes.

Q. And it is that conversation that that letter

309 was about; is that correct? A. Yes, but like I said, it wasn't said directly to me; it was just, as I said, said jokingly to quite a few other people there, too.

Q. Let's try to recall some of the other people that were present; if you can. A. No, I couldn't.

Q. You can't remember anybody? A. No.

Q. Well, you and Mr. Weeks were present, right? A. Yes.

Q. Was there more than one other person present, sir? Was there one other person present? A. Possibly one or two others.

Q. Were they employees of the company, people who worked for the company? A. Yes, they were.

Q. Was it Mr. Andrews? A. No.

Q. Was it Mr. Scali? A. No.

Q. You can't remember who they were? A. No, I can't.

Q. Were you asked this question before by anybody, if you could remember who they were?

310 A. No.

Q. I was the first person to ask you this question; is that so? If it is so, say so. A. Yes.

Q. Nobody else tried to find out who these people were that also heard Mr. Weeks make this remark; is that so? A. Yes.

* * * * *

Q. (By Mr. Weil) Can you tell me the nature of can you tell me in your own words, what Mr. Weeks said to this small gathering of people? I gather the

remark, as you said, was not directed at you; is that right? A. Yes, right.

Q. What did he say? A. I don't recall the exact words.

Q. You don't recall the exact words? A. No, I don't.

Q. In your letter you said, and I quote -- and you may see the copy of it if you would like -- you said "I was offered $10 not to join the union, and to stay away from Tommy Smith and others who were for the union, the offer came from Bob Weeks."

So then that really isn't true, is it, that

311 letter?

MR. REICH: Objected to. A. No.

JUDGE CORBLEY: Overruled. You may answer.

MR. WEIL: I think that question was already answered, was it not?

Q. (By Mr. Weil) In other words, the offer was not made to you? A. Not directly.

Q. It was made generally to these one, two, three, or four other people who you can't remember? A. Yes.

* * * * *

312 Q. (By Mr. Weil) I ask you, Mr. Ambrose, why did you write this letter that you have admitted was not true; do you remember? A. No, I don't.

Q. Isn't it true, Mr. Ambrose, that one of your fellow workers -- do you know what a fellow worker is? A. Somebody who works with you.

Q. Yes.

Isn't it true that they suggested that you write

the letter and kind of put the idea in your head?

* * * * *

313 A. I don't remember.

Q. You were not trying to get Mr. Weeks into trouble, were you? A. No, I wasn't.

Q. You wouldn't do that, would you, sir? A. No.

Q. Writing the letter was not your idea, was it, sir? A. No, it wasn't.

Q. But you don't remember whose idea it was? A. No, I don't.

Q. Do you know Michael Scabelli? A. Yes, I do.

Q. Did he work in your department? A. Yes, he did.

Q. Do you remember whether it was he that suggested that you write this letter? A. No, I don't.

Q. Do you know Tommy Smith? A. Yes, I do.

* * * * *

314 Q. Was it he that suggested that you write this letter? A. No, it wasn't.

Q. You said it was not Tommy Smith, but as to Michael Scabelli, you said you didn't remember; is that correct? A. Right, yes.

* * * * *

Q. (By Mr. Weil) Did Mr Waites suggest that you write the letter? A. No.

Q. Was it one of Mr. Waites' associates? A. No.

Q. Mr. Grund? A. No, I don't remember that.

* * * * *

315 Q. Do you know of Vance Davis? A. Yes, I do.

* * * * *

Q. Did he tell you to write the letter?
A. No, he didn't, no.

Q. Was it your foreman, Michael Glevina, who told you to write the letter? A. No, it was not.

Q. Let me just sum this up --

* * * * *

316 Q. (By Mr Weil) I will go over it again, bit by bit, then.

Isn't it true that the contents of this letter is not true?

* * * * *

A. Yes, it isn't true.

Q. The letter is not true? A. Yes.

* * * * *

317 Q. (By Mr. Weil) Is it true that writing this letter was not your idea? A. Yes, it is.

Q. You don't remember whose idea it was?
A. No, not exactly.

Q. Do you remember whether or not the person who asked you to write this letter was one who spoke in favor of the union?

* * * * *

318 A. (Continuing) No, I don't remember exactly.

* * * * *

319 Q. (By Mr. Weil) You said "I was told to write it for a union man." Right, those are your words?
A. Yes, they are.

* * * * *

Q. Did he tell you why you were to write it for this union man? This person who you can't remember? A. No, he didn't.

* * * * *

Q. (By Mr. Weil) You also testified yesterday, I believe, that you were told by him to stay away from
320 Tommy Smith, Michael Glevina and Michael Scabelli, and and Vance Davis; did you say that? A. Yes, I did.

Q. Is that true? A. Yes, but he didn't say them by name.

Q. He didn't say them by name? A. No, but I knew who he meant.

Q. What did he say? A. He said not to get involved with them in the union activities.

Q. Not to get involved in any union activities, he said? A. Yes.

Q. Is that all he said? A. And stay away from the people that were involved in it.

Q. He didn't just say that to you, he was saying that to these other people; is that right? A. I don't recall.

Q. Was this the same conversation in which the $10 came about? A. No, it wasn't.

Q. This was a different conversation? A. Yes, this was a different conversation.

MR. WEIL: Would you hand him back his affidavit, please?

Q. (By Mr. Weil) You don't mention that in your
321 affidavit, do you; that there were two conversations?

MR. REICH: Objected to.

MR. GREEN: The affidavit speaks for itself, your Honor.

JUDGE CORBLEY: That is sustained.

Q. (By Mr. Weil) You didn't mention in your

testimony yesterday that it took place, or that it happened in two conversations, did you? A. No, I didn't.

Q. You didn't mention yesterday in your conversations that he didn't mention these people by name, did you? A. No, I didn't.

Q. Who did mention these people by name, sir? If you didn't mention them by name, who mentioned them to you? A. Well, when I was giving this testimony I did mention their names because I was asked to give it by the person that was taking the testimony of who he would mean.

Q. So that Mr. Carmody who was taking the testimony asked you to say who were the persons that Mr. Weeks meant; is that your testimony?

* * * * *

322 A. I just mentioned the names, he didn't ask me to mention the names, because I knew who Mr Weeks meant.

* * * * *

A. I told the man the names because I knew who Mr. Weeks meant. I don't want to argue about it, but that is the honest truth about it.

Q. But also, Mr. Ambrose, the honest truth about it is that Mr. Weeks did not mention these people by name? A. Yes.

Q. So that the part of your affidavit and the part of your testimony that says "He told me not to get involved with Tommy Smith, Michael Glevina, and Michael Scabelli, and Vance Davis," that is not true, is it? A. It is true, because that is all he meant were

those people. Who else would he mean? Would you mean the girls in the office when he knows darn well that the girls weren't involved, because they were told not to get involved? Now I have answered the question enough times.

* * * * *

Q. (By Mr. Weil) What was the date of this second conversation? A. I don't remember the date.

* * * * *

Q. This second conversation, was anybody else present? A. No.

Q. Where did it take place? A. In his office.

Q. He called you in his office? A. No, I just went in to say hello.

Q. Did you go into Mr. Weeks' office to say hello often? A. Quite a few times.

Q. Are you and Mr. Weeks relatively friendly? A. Yes.

Q. Do you like Mr. Weeks? A. Yes.

* * * * *

Q. Tell me, Mr. Ambrose, how did the topic of the union come up; do you remember that? A. No, I don't.

Q. Not exactly? A. I don't remember.

Q. He would not be the one, would he, that you would he, that you would ask about union business would he? A. No, not exactly, no.

Q. If you wanted to get some information about what went on in the back of the shipping and mounting area, would you ask him? A. I would have to ask somebody, Mike, Vance Davis, or Michael Scabelli.

* * * * *

327 Q. Do you recall testifying about a conversation that you had with Mr. Scali shortly after you had begun striking? A. Yes.

Q. Can you refresh my recollection as to what you said? A. Mr. Scali told me that my job was already filled and that everybody else that was on strike with me their job was filled also, or being filled at the time.

Q. That is all he said? A. And he told me to wait in his office, and then go into see Mr. Andrews, and I did.

* * * * *

Q. Now tell me about your conversation with Mr. Andrews; first of all, did it take place the same day? A. Yes, it did.

Q. About how much later after the conversa-
328 tion with Mr. Scali? A. Say about twenty minutes.

Q. About twenty minutes? A. About ten or twenty minutes, I don't recall.

Q. Could you tell us what he said to you and what you said to him at this time? Take your time sir. A. We talked about the strike, the union.

Q. That's all that happened? A. He was sorry that I had to be let go for a while because my job was filled.

Q. And then did he say that he would try and get you your job back if an opening came? A. Yes, he did.

Q. Have you known Mr. Andrews a long time? A. Yes, I do.

* * * * *

Q. (By Mr. Weill) Did Mr. Andrews treat you
329 nicely when you came in? A. Yes, he did.

Q. Did Mr. Scali treat you nicely? A. Yes, he did.

* * * * *

331 Q. Where do you work now? A. At American Map.

Q. You were called back then, were you not? A. Yes; in August.

* * * * *

332 Q. When? This is November 1st, when was the last time you went down to the union office? A. Last week.

* * * * *

333 JUDGE CORBLEY: I think the question is with whom did you speak about your testimony; if you recall.

THE WITNESS: No, I don't recall exactly who it was.

* * * * *

Q. (By Mr. Weil) Do you recall where exactly this took place, this conversation? A. No, I don't.

Q. Was it at your home? A. No.

Q. Was it at American Map premises? A. No, it wasn't.

Q. Was it at the union office? A. Possibly, yes.

Q. When did this conversation take place about your testimony? A. I don't recall the exact time.

Q. Can you tell us what the gist of the conversation was? Do you remember who you spoke to down

334 there? A. No, I don't.

Q. Was it Mr. Grund? A. Probably.

JUDGE CORBLEY: I remind the witness that this is your testimony here. Repeating counsel's question: was it Mr. Grund that you spoke to about your testimony?

THE WITNESS: No.

* * * * *

338 MR. CORBLEY: I wonder in the future when you talk about these two things if you could speak of this paper as an affidavit (indicating).

THE WITNESS: Yes.

JUDGE CORBLEY: And speak of what you are saying here and what you said to us yesterday as your testimony.

THE WITNESS: Yes.

* * * * *

343 Q. (By Mr. Weil) There was testimony yesterday concerning the first meeting with Mr. Scali. A. That was about two or three weeks before I signed the card.

Q. Two or three weeks before you signed the card? A. Yes.

* * * * *

347 Q. (By Mr. Weil) Mr. Ambrose. do you have any hobbies?

MR. REICH: That is objected to.

JUDGE CORBLEY: That is overrule.

A. Yes, I do.

Q. What are your hobbies? A. Baseball -- I don't recall all of them right now.

Q. Try and recall them, please.

A. Sometimes I go bowling.

Q. Do you belong to fan clubs? A. Yes, I do, that is one of my hobbies, yes.

Q. Can you tell me the fan clubs that you belong to?

MR. REICH: This is objected to. What possible materiality does it have to the issues before us?

348 MR. WEIL: If you want it I will give it to you.

JUDGE CORBLEY: It is overruled I will let you go on a little bit longer, go ahead.

A. No, I don't remember all of them.

Q. Mr. Ambrose you are under oath to tell the truth, try to remember how many you can, would you? How many do you belong to? A. I have to think about that -- I'm trying to think how many -- about eight.

Q. What are those fan clubs? A. I don't remember the names of them right now.

Q. Can you remember one? A. Do I really have to answer this?

JUDGE CORBLEY: Yes, please.

THE WITNESS: It's namedropping, it's not very polite, I wasn't brought up to namedrop.

JUDGE CORBLEY: It would not be considered namedropping in this instance.

THE WITNESS: I don't know why it has anything to do with work in the company, it is a part of my private life, I believe, and I think the lawyer is getting a little personal this morning, a little bit.

JUDGE CORBLEY: It is not his intention to do

that. Please try and see if you can remember the names of the fan clubs that you belong to. I have
349 told him that he may ask you this question, and I direct that you answer the question to the best of your ability. It will not be considered namedropping, it will be helpful in the case. so please continue if you would, Mr. Ambrose.

THE WITNESS: Thank you. I just wanted to put my objection into it, too, because it is a little bit personal. But I do belong to Robert Redford's fan club.

MR. WEIL: My wife would like to join that one too.

Q. (By Mr. Weil) Can you name some others? A. Well, I belong to one that is run in Canada, it is called Fan Club Associates, and there a few others, I can't think of all of them, the names of all of them right now.

JUDGE CORBLEY: Take your time.

You testified earlier that you enjoyed baseball, do you recall that testimony?

THE WITNESS: Yes.

JUDGE CORBLEY: Do you belong to nay baseball fan clubs, if you can remember?

THE WITNESS: Yes, I belong to Sal Bando's fan club.

* * * * *

350 Q. (By Mr. Weil) Can you think of any others, Mr. Ambrose, that you belong to? A. No, I can't.

Q. But you said you belong to at least around eight? A. Yes

Q. You can only mention two at this time, right?

MR. REICH: Three.

JUDGE CORBLEY: Three.

Q. (By Mr. Weil) Oh, yes.

A. Three.

Well, the other five have general big names, they don't belong to one person.

Q. Do they relate to like movie stars? A. Yes they do.

Q. All the five do? A. Yes.

* * * * *

352 Q. I would like to address your attention, again, Mr. Ambrose, to the conversation that you had with Mr. Weeks, or the conversation to which you were present; do you recall that? A. Yes

* * * * *

Q. (By Mr. Weil) I call your attention to that conversation with Mr. Weeks, you said "He said I could come to the company and ask for a raise instead, and it
352 would have been given to us." I knew that he was joking about this."

* * * * *

354 Q. What else did he say about a raise, if anything? If that is all he said, you tell that.

A. I don't recall anything more that he said about it.

Q. Tell me about Mr. Weeks: you said here that

"I know he was joking about this." Does he joke a lot? A. No, he doesn't and you know why I know he was joking, because we wouldn't get $5 or $10 raises, we only got $3 raises, and that was it.

* * * * *

Q. Pardon me? A. Nothing. Nobody is going to hear what I said, because you did get a little pushy this morning, and it wasn't very kind.

Q. I do apologize for that, Mr. Ambrose, truthfully I do. This is my job. And also Mr. Andrews I didn't call you here and you can object to that if you want to. A. Don't insult my grandparents by giving me the wrong name.

JUDGE CORBLEY: That was accidental, Mr. Ambrose, that was not intentional.

THE WITNESS: That is why I overlooked it.

* * * * *

357 Q. I call your attention, again, to the letter that you wrote, the blue letter. A. Yes.

Q. After you wrote that letter, what did you do with it? A. I gave it to -- I think I gave it to Michael Scabelli.

* * * * *

358 JUDGE CORBLEY: Now counsel is asking you do you recall now whether or not it was Michael Scabelli who asked you to write the letter in the first instance?

THE WITNESS: No, it wasn't.

JUDGE CORBLEY: Continue.

Q. (By Mr. Weil) Are you sure that it wasn't.

359 A. Yes.

Q. Why did you give the letter to Michael

Scabelli? A. I don't recall why.

Q. Did he ask you for it? A. No, he didn't.

Q. Did you tell Michael Scabelli what to do with the letter? A. No, I didn't.

Q. Did he tell you what he was going to do with the letter? A. No, he didn't

Q. Did someone tell you to give the letter to Michael Scabelli? A. I don't recall.

Q. Was giving the letter to Michael Scabelli your own idea? A. No.

* * * * *

Q. (By Mr. Weil) If it was not your idea,
360 whose idea was it? A. I don't recall whose idea it was.

* * * * *

Q. Was it somebody connected with the union,
361 a union official such as Mr. Waites or Mr. Grund or Mrs. Dolan? A. I don't recall.

Q. Was it somebody connected with the National Labor Relations Board such as Mr. Carmody or Mr. Green? A. I don't recall, I'm sorry.

* * * * *

362 Q. (By Mr. Weil) Was it an employee in the shipping department who told you to give the letter to Michael Scabelli?

* * * * *

A. I don't remember if it was.

Q. But you do say, do you not, that somebody had told you to give the letter to Michael Scabelli? A. Yes.

Q. Somebody did? A. Yes, but I don't remember

who it was.

Q. Was it a man? A. Yes, it was, but I don't remember who.

Q. Was it somebody you know? A. Yes.

Q. Pardon me? A. Yes.

Q. But you just don't remember who it was· is that right? A. That's right, I don't.

* * * * *

363 Q. Did you yourself tell anybody that you wrote this letter?

* * * * *

A. I don't remember if I did.

Q. I submit to you, Mr. Ambrose that you would have had to tell somebody if you testified that somebody told you to give it to Michael Scabelli?

MR. REICH: Objected to as argumentative.

JUDGE CORBLEY: Overruled

Q. (By Mr. Weil) Did you understand what I just said? A. Yes, I did.

* * * * *

Q. (By Mr. Weil) You testified that the company only gave you a $3 raise, did you not? A. Yes.

Q. Didn't you get a $5 raise in December?

364 A. Yes.

Q. So that part of your testimony you were mistaken as to that? A. I was talking about after taxes, the $5 is after taxes.

* * * * *

Mr. Ambrose, do you make it a daily habit to read the obituary column of the newspaper?

MR. REICH: Objected to.

JUDGE CORBLEY: Sustained.

* * * * *

JUDGE CORBLEY: We'll be back on the record.

Let the record reflect that the witness, Mr. Ambrose, has left the hearing room, and the door has been closed; he is not here.

I understand, based on an off the record discussion, in which all counsel were present, Mr. Weil would like to make a statement for the record.

Mr. Weil, please proceed.

MR. WEIL: My statement will be in the form of an offer of proof.

JUDGE CORBLEY: Please proceed

MR. WEIL: I am going to prove from the question just asked that one of this witness's hobbies or pastimes is attending funerals, he reads the obituary columns and goes to funerals. This is not a laughing matter. One of the issues in this case depends on the witness's mental processes, and it my opinion that any testimony that he gives which would help this Court or any future Court into being better able to judge the validity or the value, if any, of his testimony, should be allowed in.

JUDGE CORBLEY: Does that complete your offer of proof?

MR. WEIL: This one.

JUDGE CORBLEY: That offer or proof is rejected. However, it remains in the record. Please continue.

* * * * *

366 I direct your attention now back to the meeting you had with Mr. Andrews after the strike had begun; you said at that meeting that Mr. Andrews had said he was sorry he couldn't give you your job back, but

it had been filled; is that correct? A. Yes

Q. You also stated that he told you that if you didn't picket it wouldhelp in reconsidering you for the job? A. Yes.

Q. Did he say that? A. Yes

Q. Were those his exact words? A. I don't remember if they were.

Q. As best as you can recall, tell us the exact words of Mr. Andrews.

MR. REICH: Objected to, the witness has just testified he doesn't remember the exact words, he has given the sum and substance of the conversation.

JUDGE CORBLEY: That is overruled.

You may answer.

A. I still don't remember.

Q. You still don't remember? A. No.

Q. Do you remember him saying those words;

367 right now do you remember him saying those words?

A. I don't recall him saying those words.

JUDGE CORBLEY: What is your best recollection of what he said? Just take a minute and recall for us, if you can, your best recollection of what he did say on that matter on the picketing.

THE WITNESS: He did say something about it would help if I didn't picket any more in getting my job back, and that is all I remember.

JUDGE CORBLEY: Thank you, Mr. Ambrose.

Please continue.

Q. (By Mr. Weil) Were there any other words that he said to you during this conversation? A. He did say something that he thought the union wouldn't win even if we did go -- even though we went on strike.

He did say something that the work was still going out even though we were out on strike.

Q. Is thatwnat he said to the best of your recollection? A. That is what he said.

Q. Would you repeat it, please, I didn't quite hear it. A. He said that the stuff was still going out even though we were out on strike. And that the union wasn't going to win, because he wasn't going to let it in, he wasn't going to give in to the union.

Q. He said he wasn't going to give in to the
368 union? A. That's right, that is exactly what he said to me.

* * * * *

Q. (By Mr. Green) At the time you spoke to Mr. Carmody, it says here the 13th day of June, 1974, do you remember speaking to Mr. Carmody about that time? A. Yes.

Q. At the time you spoke to him, did he have a copy fo this letter with him? A. Yes, he did.

Q. Did he ask you about this letter? A. Yes, he asked me to please explain it, which I did, that is why you have that form. I would have explained to him that it wasn't true, now I don't know the wording
371 you know, he left out what I had told him.

Q. Well, no. In this statement it states that he was joking --

MR. WEIL: This is redirect, not cross examination. I believe the document speaks for itself as to what it is.

JUDGE CORBLEY: Sustained.

Q. (By Mr. Green) What do you recall telling

Mr. Carmody about it? A. I explained to him that it wasn't stated correctly to me, it wasn't really an offer of money to me personally; I was trying to explain to him that the letter wasn't really the exact truth.

* * * * *

Q. Mr. Ambrose, you went back to work in August? A. Yes, I did.

Q. Did you receive a raise when you went back to work? A. Yes, I did.

Q. How much? A. $6.

Q. Do you know whether or not other employees received a raise?

* * * * *

372 A. A few others told me that they received $15 raises when they went back.

* * * * *

378 CROSS EXAMINATION

* * * * *

381 Q. (By Mr. Reich) Would you describe your work for counsel, please? A. Yes, after the packages are wrapped, I take them and I would stamp them up

382 and write them in the book, and then I would go at about 3:00 and take the packages and get the parcel post done. I take them and put them in the mail wagon and take them to the office, and stamp them up, and sometimes when they need help, I help pack some of the small maps that we sell, that's about it.

Q. So the major portion of your work is writing up the records and getting these packages, to United Parcel Service or the U.S. Mail; is that correct?

A. Yes.

* * * * *

385 Q. (By Mr. Reich) Mr. Ambrose, without regard to whether it was a joke or not, did you hear Mr.
386 Weeks say "I will give you $10 not to join the union? Did you hear him say those words?

* * * * *

A. I don't recall that.

* * * * *

Q. Do you recall Mr. Weeks making a statement to this group of people? A. Yes, he did make some sort of a statement.

Q. And you were part of this group? A. Yes.

Q. In that statement did he use or did he say "I will give you $10 not to join the union"?

MR. WEIL: Objection, that question has been
387 asked and that question has been answered. This is not cross examination, this is redirect.

MR. REICH: I ask counsel to stipulate that the testimony is that the $10 was offered in gist or in fact.

MR. WEIL: No.

JUDGE CORBLEY: The objection is overruled.

A. I don't recall if he did say it, if he did use the words $10 or money, I don't recall the exact statement he said.

* * * * *

390 Q. I call your attention to the second affidavit which is not in evidence, but which is handwritten.

MR. WEIL: If you wish to show it to him --

A. I know which one it is.

391 Q. I ask you if you can tell me where that affidavit was given? A. This was given at the union office.

Q. Were you there by yourself with the Board agent? A. No, there were a few other people.

Q. Would you say who they were? A. There was Tommy Smith and Michael Glevina, and I don't remember the rest.

Q. Was Michael Scabelli there? A. I think so, I'm not sure.

Q. Was Vance Davis there? A. Yes, he was.

* * * * *

393 Q. You said on your redirect examination -- that means the last time you were on the stand -- that you had told Mr. Carmody that that blue letter was not true? A. Yes, I did.

* * * * *

Q. Prior to your signing your affidavit, did you read it; did you read the contents of it?

394 A. Yes; I don't recall reading it very well. I don't read it that well.

JUDGE CORBLEY: What was that you said, Mr. Ambrose?

THE WITNESS· That I didn't read it too the fullest I did read it, but I didn't read it to the fullest of remembering what was said until I got home.

Q. You didn't read it until you got home? A. I read it, yes.

* * * * *

Q. Did you notice that your statement about the letter not being true was missing from the affi-

davit?

* * * * *

A. When I got home.

* * * * *

398 MR. WEIL: I would like to make a statement for the record. We had an off-the-record discussion on the fact that the document submitted by Mr. Green appears to be somewhat inconsistent with the statement of the Hearing Officer on page 301 of the recognition hearing 22RA16513. The counsel for the charging party pointed out that it did not necessarily mean that there was inconsistency, and made some other observations.

399 JUDGE CORBLEY: Thank you.

If I may just add to your statement Mr. Weil, Mr. Weil, for the purpose of the record was directing himself to General Counsel Exhibit 4A and Exhibit 4B insofar as this record is concerned. Does that complete your record Mr. Weil?

* * * * *

400 JOSEPH SCALI

was called as a witness by and on behalf of the Respondent and, having been previously sworn, was examined and testified as follows?

MR. WEIL: Can we go off the record for a brief moment?

JUDGE CORBLEY: We'll be back on the record. Would you please continue, Mr. Weil?

DIRECT EXAMINATION

* * * * *

401 Q. (By Mr. Weil) Mr Scali, are you employed

by the company American Map? A. Yes, I am.

Q. What is your position with the company? A. I am the comptroller of American Map Company.

Q. Are you also in charge of the office department? A. Yes, I am.

* * * * *

Q. I call your attention, at this time, to the testimony of one Stephanie Sims; I believe she was sworn in as Stephanie Green.

JUDGE CORBLEY: I believe Mrs. Green testified that her maiden name was Sims, that is my recollection.

Q. I ask you whether you were present when that testimony was given? A. Yes I was.

Q. Do you recall that Miss Sims testified or Mrs. Green testified that she was fired by American Map sometime in 1974? A. Yes; I believe she said April.

Q. And that she was hired by Barbara Lafarr?
402 A. Right.

Q. When, in fact, was Mrs. Green hired by American Map Company? A. At that time she was Stephanie Sims and she filed an application in September of 1973, and she began work the week ending September 28th.

Q. That is 1973? A. Yes.

Q. How long did she work at that time? A. When she was hired I had told her it was a temporary part-time position, which would last approximately one month.

* * * * *

A. (Continuing) She left the week ending October 26,

1973.

Q. Do you have with you a copy of that employment application? A. Yes; I have her application and her withholding certificate, and we Xeroxed them. (Handing).

* * * * *

403 (The document above-referred to was marked Respondent's Exhibit 3 for identification

Q. I ask you to identify this document. (Handing). A. This is a Xerox copy of our application form that had been filled out by Stephanie Sims.

Q. An application? A. For employment.

Q. Is this a record kept in the normal course of your company business? A. Yes, it is.

MR. WEIL: I submit it in evidence.

* * * * *

JUDGE CORBLEY: Without objection Respondent's 3 is received in evidence. Please continue.

404 Q. You say that you believe or you stated that Miss Sims began work in 1973, do you have any payroll documents to substantiate that fact? A. For 1973, sir?

Do you have the W-2 forms? A. I have her withholding exemption form, that's all.

Q. Did she, in fact, work in 1973? A. Yes, she did.

Q. What months did she work? A. The week ending September 28, 1973 and she left the week ending October 26, 1973.

Q. Who hired her at that time? A. I did.

Q. For what job was she hired at that time? A. She was hired to do what we call working on mailing to the company, which consists of taking catalogs, inserting them in nine by twelve envelopes and pasting the envelopes and then getting them ready for bulk mail.

Q. Did there come a time when Miss Sims contacted you for employment in 1974? A. Yes; she called me the early part of this year and asked if I remembered her, and I said, "Yes I did." And she said she was still available for part-time work, and
405 I said, "If anything should develop I would get in touch with her."

Q. Then what happened? A. Well, around March, the end of March, we had some more mailings: at that time we had a part-time girl working with us, she had been with us since January of '73. In fact she was the young lady that recommended Stephanie Sims to us; she was graduating in June, I believe her classes ended a little later and she had been with us a while and had done a nice job, and we continued to keep her on that basis. However, with additional mailings coming up, she couldn't handle it by herself, so I had Stephanie Sims come back. Again, it was on a temporary or part-time basis.

Q. When she was hired did you tell her what her assignment was going to be this time? A. The day she came back I asked her; she was standing in my office right in front of my desk, and I said, "Do you know what you are going to do?" I believe her answer was "yes." I presume that Dianne Bryant, a part-time

girl, told her, and she knew it was the same type of operation when she came back.

Q. Then did she start working? A. Yes.

406 Q. How long did she work? A. She started the week ending March 23rd; she just worked up to Thursdays and did not come in on Fridays, and she stayed up until the week ending May 17th.

JUDGE CORBLEY: Do you mean 1974?

THE WITNESS: 1974.

Q. Do you recall the testimony of Miss Sims or Mrs. Green that the Friday before she was laid off -- what date would that be? A. May 10th.

Q. That on May 10th, the Friday before she was laid off, she had been told by Barbara Lafarr that she was going to be laid off, she said good-bye to her friends and then was told by Barbara Lafarr that she had made a mistake; do you recall that testimony? A. Yes, I recall her saying that.

Q. Was Stephanie Sims, in fact, at work on May 10th? A. No, she wasn't; she worked through the 9th that week. She had been out at least one day each week for the previous -- well, it looks four or five weeks. I understood she had visits to a doctor's office.

Q. But on May 10th when she said that she was to be laid off, and said all her good-byes, she wasn't at work? A. No.

Q. How do you know this? A. Well, I gave her

407 time card here, and I have made a Xerox copy of that; this is the basis by which we pay the individuals.

* * * * *

(The document, above-referred to was marked Respondent's Exhibit 4 for identification)

Q. I show you a document marked as Respondent's Exhibit 4, and ask you if you can identify it at this time. (Handing). A. This is a Xerox copy of Stephanie Sims' time card for the week ending May 10, 1974.

Q. From this document you testified that Miss Sims was not at work on May 10th? A. May 10th.

* * * * *

Q. Did she punch in on Friday, at all? A. No, she didn't.

MR. WEIL: I submit it into evidence.

* * * * *

VOIR DIRE EXAMINATION

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Q. Is there a possibility that somebody might forget to punch in a time card? A. It's unlikely.

* * * * *

VOIR DIRE EXAMINATION

409 Q. Has it ever occurred, to your knowledge, that the card may be put in a wrong slot? A. No.

* * * * *

410 Q. When you spoke to Mrs. Green or Miss Sims in 1974, pursuant to her last employment, did you have occasion to tell her that her job would be a temporary one?

MR. REICH: Objected to as leading.

JUDGE CORBLEY: You may ask him what he told her in respect to the length of her job, if anything.

THE WITNESS· When she returned at the end of

March '74, I had mentioned to her, again, in my office, that this was again a temporary assignment; that I hadn't forgotten her since she had called me up earlier this year, and something finally developed and she was called back.

Q. This morning and late last night you heard testimony by Nicholas Ambrose? A. Yes.

Q. Concerning certain alleged meetings he had
411 with you, during that testimony? A. Yes, I did.

Q. I call your attention to his testimony whereby he described a meeting that allegedly took place two or three weeks before he signed a Union card; do you recall such a meeting? A. I recall him talking to me in my office not what he said.

Q. When did he speak to you, approximately? A. I would say it would be most likely the week ending May 17th, but there is a possibility that it could have been the week ending May 10th. I am using the Friday dates.

Q. Can you tell us the circumstances that led up to this meeting? A. Yes.

He came into my office I'm quite sure after or around lunch time, because this was usually the time he would wander in.

* * * * *

412 A. (Continuing) He came into my office and he said something that I couldn't quite understand. He does speak softly, and I said, "What are you saying there?" He said, "I don't know what is going on." I said, "What do you mean?" He said, "With the people in the back." So I said, "Well, the people are trying to

organize a union." I asked him, "What seems to be the problem?" So he said, "I don't know." So I said, "Well, Nick, I would suggest that you don't get involved in anything until you know what it is all about." That was all I said.

Q. Did you at that time tell him not to get involved if he wanted to keep his job? A. Never.

Q. Did you ever make such a statement to him? A. I never made a statement like that to him.

Q. Did you ever make such a statement to any employee of American Map? A. I never did.

Q. I call your attention to Mr Ambrose's testimony this morning where he referred to an alleged meeting wit h you that took place after the strike had commenced. A. That is correct.

Q. Do you recall such a meeting? A. Yes, I do.

Q. Could you tell us how it happened, how this
413 meeting happened? A. Yes, I can. It took place, I would say, between 12:30 and 1:00 o'clock on Friday, May 31st. When he came up I had another employee sitting at my desk talking to me, his name was Clyde Warren. He came back and told me that he would like his job back.

JUDGE CORBLEY: We are getting the pronouns mixed up. Who is it that came back to tell you that he wanted his job back?

THE WITNESS: Clyde Warren.

He was sitting at my desk and I was talking to him; and at that time while I was speaking to Mr. Warren, Nick Ambrose came in and walked right into

the office. I said, "Nick, can you wait outside for a moment until my conversation is finished?" When I was through, then I had Nick come in my office and he said, "I came back to go to work." And I said, "Gee, Nick, unfortunately at this time your old job has been filled. What positions or what jobs did you do in the shipping department?" He has been with us eleven years. And he said, "I can work on the writing up of United Parcel, and make trips to the post office."

Now again, it would be my opinion, I have seen him during inventory time when we have had to count our stock, anything that he had counted had to be rechecked; and in terms of any positions at that time,
414 it would have been in the sorting of orders --

* * * * *

A. (Continuing) I asked him what he could do, and I told him that his former position had been filled and that if anything should develop I would get in touch with him. And when the conversation was over I said, "Mr. Andrews would like to speak to you." And I brought him into Mr. Andrews' office and then I left.

Q. Did you, at that time, say to him that he should have talked to you before the picketing and you would have considered his application more favorably? A. No, sir.

Q. Did you ever make such a comment to
415 any employee of American Map? A. About that same comment? No, I never made a comment like that.

Q. I now call your attention to the interruption of service of Mr. Scabelli, and I ask you is you can state, from your own knowledge the reason that

Mr. Scabelli was laid off. A. Yes. Mike Scabelli was laid off on May 17th due to the amount of work that was available in the shipping department.

* * * * *

420 Q. I call your attention back to Mr. Scabelli. Did you, in your capacity with the company, have anything to do with the hiring of Mr. Scabelli at this time in 1974? A. Yes.

Q. Tell you tell the Court the circumstances that led up to the hiring of Mr. Scabelli? A. Yes.

Back in January or to start at the very beginning, I think it was sometime in December, Mike Glevina, the foreman of the shipping department, told me that Vance Davis thought he had a hernia, he was going to the doctor, and he was taking the day off. I believe -- I don't know exactly whether he went on his own time or not. He then came back and said -- this is Mike Glevina, that Vance was taking some pills and may not have to go in for an operation.

Now sometime in January, I would say around the 15th of January, Mike Glevina told me that Vance
421 Davis would have to go into the hospital definitely for a hernia operation, and he would probably be going in at the end of January. On January 22nd I was called at home by Mike Glevina, and he told me that Mike Scabelli -- I believe he said, came into see him, and was looking for a job; and he asked me if we could hire him since Vance Davis was going out on disability and would be out for some period of time. While he spoke to me at home I said, "Well, have him come in tomorrow and I will talk to him, and then I

will talk to him, and then I will talk to you." The next day Mike Scabelli came in and spoke to me, and asked for a job. And after a few comments, and a change in appearance from the last time I had seen him, I asked him, I said, "How long do you plan to stay this time?" So he sort of laughed it off and said, "I don't blame you for asking me that, but I was driving a taxicab and I was going to school in the evenings and driving a taxicab is very frustrating and I don't want to do that." So I asked him what kind of a salary was he looking for, and he said, "Anything you say." And I figured, well, frankly it was the easy way out, he had worked on two previous occasions, he was familiar with the work, and we needed someone for a temporary period anyway.

* * * * *

422 THE WITNESS: Well, I think I mentioned how long he planned to stay that time, and then I spoke to Mike Glevina and we decided to hire him since Vance Davis was going on disability. And he started January 23rd; Vance Davis worked through the 25th, which was a Friday, I believe, of January, and went into the hospital the following Monday, January 28th.

* * * * *

Q. There was in your presence given quite a bit of testimony; I believe three witnesses testified about a big bin of orders that came in sometime around the time when Mr. Glevina was discharged. A. Yes.

Q. Do you recall all the witnesses holding their hands apart? A. I recall it.

Q. Can you shed some light on the Court as to the big bin of orders and what it might have been?

A. They were correct in saying that Floyd Wesley put a bunch of orders -- I don't know exactly how many,
423 but they were what we termed Business Control Atlas, to be commenced, and we received one skid of about 2,000 copies of Business Control Atlas on the day that Mike Glevina was discharged. And the normal practice was that when something like that came in the office was notified, I was told, Floyd Wesley would be told in cases of the Business Control Atlas, and I would release orders in there; this was the way Mike Glevina preferred it, because we had them coming out each year.

Q. How many did you say came in approximately? A. About 2,000.

Q. Why don't you describe for the Court just how these Business Control Atlases are handled by the company after they are received? A. Okay.

When they come in, they usually come in in cartons; this year there was I think sixty-eight or sixty cartons, so we received one skid on the day that Mike Glevina was discharged, this was 2,000 or maybe fifty cartons, I'm not sure exactly. They are strapped on wooden skids, they are placed usually near what we call the sorting table and it is a question of taking the orders that have been coming throughout the previous year and just -- I would say eighty percent of the orders call for one or two copies. So it is a question of pulling out one or two copies and putting the
424 orders on top, and that is the sorting. On one or two copies I believe all that is required in terms of the packing is slipping them in; and I think we have ten by

thirteen envelopes and they are ready for mailing.

Q. Each order that you send out, are they evidenced by certain things going with each document? A. You mean what comes into the shipping department prior to sorting?

Q. Yes. A. Right, we have a combined form, actually the sorter comes in and it is priced, it is typed, and after it is typed, Floyd Wesley collects the typing, and in the case of the BCA's there is not too much checking. He could determine how it would be shipped, whether it is parcel post of book rate, whatever that might be; then there are two copies of the packing slip, they are stapled onto the customer's order, and thatis what goes into the shipping department. The top copy of the packing slip, which is a white copy, it is a perforated form, so that one portion of it is the label, and the rest is the packing slip, that get packed with the BCA or the BCA's, whatever the case may be. The second copy of the packing slip is a salmon copy, that is for the company's records. In the shipping department they indicate what the shipping charges were.

Q. So for each order there is about how many
425 papers with each order. A. It depends upon the order that comes from the customer; say there is one piece of paper that goes together with two packaging slips and a carbon would be stapled together, so I would say one order would look something like this; it has to be like three sheets minimum. (Indicating).

Q. Would you say that the 2,000 BCA, the papers going into the shipping department would create a stack like that, as big as these people seem to be

measuring with their hands? (Indicating) A. Again, it would depend upon how many copies of the BCA orders were requested. You could have one order of 200 pages; however you won't get that many orders, the bulk of them are one or two copies, and it would depend on what the customers order.

Q. Would it be normal for Mr. Wesley to bring these shipping documents into the shipping room? A. Definitely.

Q. Were these BCA orders handled in the normal course of company business? A. Yes.

* * * * *

430 Q. There has been testimony solicited here in this courtroom of a conversation between you and Barbara Lafarr concerning Mike Scabelli. A. Yes.

Q. Do you recall that conversation? A. Yes, I recall the conversation.

Q. Could you tell the Court what took place and who said what; basically what she said to you and what you said to her? A. She came into my office and I don't remember exactly what date, and she was bringing a file or something, and she sat down and started to talk about Mike Scabelli. Barbara is a very good worker --

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THE WITNESS: Again, in order to tell you the
431 conversation -- I didn't pay that much attention to it.

* * * * *

THE WITNESS: As I started to say before, Barbara Lafarr is a good worker, but she is a gossiper, I think it was brought out yesterday that Mike Scabelli was a personal friend of hers, that

she had know him. I think she originally recommended him back in 1971 when he was first hired; when he came back in January I would say within the first week she made a point of coming in my office and telling me that she didn't want me to think that she was responsible for Mr. Scabelli coming back. Apparently there was some problem and she used the opportunity to make some criticism of him. He is not the only person that she has made the statements about, so I prefer not to get involved in gossip; I don't think that my position is one where I should pay attention to it.

* * * * *

432 THE WITNESS: She explained that Mike Scabelli was involved with the Union.

Q. Do you recall her saying that Michael Scabelli was the one who brought the Union in, or do you recall her saying he was the one that brought the union in? A. As I said before, I didn't pay too much attention to what she said.

Q. Do you recall that? A. She may have said it, I don't recall.

Q. Do you recall her saying that Mike Scabelli was a member of the union? A. I'm sure she could not have said that, I don't see how she would know that.

Q. At the time when Mr. Scabelli was laid off, did you know that Mr. Scabelli was interested in bringing the Union in to the company?

MR. REICH: Objection to the form of the question.

JUDGE CORBLEY: I don't understand that is leading. What, if anything, did you know about Mr. Scabelli's relationship with the union at that time?

THE WITNESS: That he was interested in it.

433 Q. Does that mean that he was pro union, that he was in favor of the Union coming in; did you know that? A. Yes.

Q. How did you know that besides from Miss Lafarr's testimony? A. Again, it is an assumption, but it has been mentioned that when Mr. Andrews had his secretary, Patsy Kreiger, get out some letters, she had been in my office, and he came back and returned the letter, he represents someone else.

Q. Is that Mike that you are referring to, Mike Scabelli? A. Yes.

Q. Did he make a remark at that time; if you recall. A. He handed me a pink and white sheet of paper with some kind of medical benefits and said, "I made you a copy for you so you don't have to go and take them away from the other girls in the office."

Q. At the time he was laid off, was there any doubt in your mind as to his Union sentiments? A. No.

Q. Was that the reason for his lay-off? A. Definitely not.

Q. Why was he laid off? A. Lack of work.

* * * * *

434 Q. Now at the time you laid off Mr. Scabelli, or Mr. Scabelli was laid off, was he the only one that you had knowledge of who was interested in the union, or was pro union, or wanted the union in? A. At that point I knew there were other people.

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DIRECT EXAMINATION

Q. (By Mr. Weil) Would you state your name and address, please? A. My name is Lewis M. Andrews, Jr. I reside at 1 Sherman Square, New York, New York 10023.

Q. Are you employed by American Map Company? A. I am.

Q. What is your position? A. I'm president of the company.

* * * * *

443 Q. Do you recall the date that this took place? A. Yes; the last day of the strike, a Friday, whenever it was.

Q. Are you talking about Friday, May 31st? A. That's right.

Q. What did Mr. Ambrose say to you and what did you say to him during that conversation? A. Well, I asked him to come in my office, I wanted to see him, and I told him that I was sorry that his job was no longer available. I asked him how his aunt was; I had known her, and I knew she took care of him for quite some time. And I further told him thatwhen the job opened up where wo could use him, we would certainly get in touch with him.

Q. To your knowledge, was that the entire conversation? A. Basically that was the entire conversation, yes.

Q. Did you ever say to him that if he didn't picket anymore you would consider giving him his job back? A. I did not.

Q. Did you ever make a statement to him such as that at any time? A. Never

Q. Did you ever make a statement to that effect

to any employee of American Map? A. No.

444 Q. Did there ever come a time when you had a talk with Mr. Grund, who has been identified here as an official of the union? A. Yes.

Q. Can you tell the Court when that was? A. Yes; it was -- that would have been the Wednesday, which may be the 26th or 27th of May, the day of the week -- yes, the 26th of May. That is the day that we pay our employees and he had asked me if he could come up and get the paychecks to distribute to the personnel on the picket lines.

I told him it was perfectly all right. So he came upstairs, and while waiting for Mr. Scali to get the checks together I chatted with him in our display room in the sales area, and he told me that if I would agree to sign a contract with him he could give me a very, very sweet deal; it wouldn't cost the company any more than what we were now paying, and we would be off the hook for the next three years.

MR. REICH: At this time, sir, I move to strike this testimony as being utterly irrelevant to the issues before this Board. The unfair labor practices that are alleged to have occurred prior to the commencement of the strike and this conversation allegedly occurred on the 28th of May after the picketing began, and while it was in process,

445 and in any event it has nothing whatsoever to do with the issue before you and the Board.

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MR. WEIL: It is our position that this was a recognition strike.

JUDGE CORBLEY: The objection is overruled.

MR. REICH: Exception.

Q. At the time you saw Mr. Grund, were the employees on strike? A. Yes, they were.

Q. At this time had Mr Scabelli's services been interrupted and had Mr. Glevina been terminated? A. Yes.

Q. Did he ever mention as a condition for the cessation of the strike, taking back these workers?

MR. REICH: Objected to as leading. A. No, he
446 didn't.

JUDGE CORBLEY: That is sustained. You may ask him what he said on the job subject, please do not lead.

Q. Did Mr. Grund say anything to you concerning the rehiring or the reinstatement of Mr. Glevina and Mr. Scabelli? A. No, he did not.

MR. WEIL: No further questions.

JUDGE CORBLEY: Mr Green?

CROSS EXAMINATION

* * * * *

Q. Do you know the result of the discussion between Clyde Warren --

MR. WEIL: I object to the line of questioning as not being relevant to the direct examination.

JUDGE CORBLEY: How is this related to direct examination?

MR. GREEN: Well, I want to find out what was said and what was done with respect to Mr. Ambrose, and I think that what, if anything, was done with
447 respect to Mr. Warren also is relevant in the sequence

of events. Also, this is the president of the company, and if you so desire I will take him as a direct witness under Rule 43B.

JUDGE CORBLEY: By calling him at a later time as your witness?

MR. GREEN: No, by continuing the examination at this point.

MR. WEIL: You can call him at a later time, but I am still objecting to your cross examination. If you want to call him at a later time, you be my guest.

JUDGE CORBLEY: The objection is sustained.

Q. When Nicholas Ambrose came to your office. I would like for you to tell me what was said between the two of you. A. I will repeat what I said earlier, that we exchanged a few pleasantries, I asked him about one or more of his relatives, in particular his aunt who had raised him; I confirmed what Mr. Scali had told him, namely, that he had been replaced and I was sorry that it happened, but he had to understand that these things do happen and when and if the opportunity presented itself to give him his job back, we would recall him.

Q. There was no discussion about picketing during this conversation? A. No.

Q. Were you aware that Mr Ambrose was
448 picketing? A. Oh, yes.

Q. But there was no discussion about that? A. No discussion about that.

Q. You weren't curious as to his picketing? You didn't ask him about his picketing? A. I was under the advice of counsel, I wasn't going to ask any questions about that.

* * * * *

450 MR. GREEN: I have no fu ier questions along these lines. After Mr Reich, I would like to continue with the witness as a 43B witness while he is here.

MR. WEIL: I would object to that, we sort of had an understanding as to what this witness was going to be presented for at this time. We had an agreement between counsel.

MR. REICH: You can just exclude me from any such statement, sir.

JUDGE CORBLEY: We will get back to that in a moment, if it is necessary.

I don't understand the basif for your request,

451 Counsel.

You want to question this witness on what basis? You already rested your case; are you asking to interrogate him on rebuttal; is that y ou request? I don't quite understand your position.

MR. GREEN: I want to go into certain areas which have been testified to by Mr. Scali with respect to certain of the relative portions of this case.

JUDGE CORBLEY: I take it then you are asking for the right to call this witness on rebuttal, and it is not yet time for rebuttal because Mr. Weil is not yet rested. As a matter of fact, he hasn't finished with his direct examination of Mr. Scali, much less the cross examination.

MR. GREEN: Well, I am finished with cross examination at this point, so I guess that is all I will say at this point.

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CROSS EXAMINATION

452 Q. Can you see into Mr. Scali's office from yours? A. Yes I can.

Q. You say Mr. Ambrose in Mr. Scali's office? A. No, Clyde Warren was in there first, and Ambrose was waiting in the reception area, I think, or outside of Mr. Scali's office.

Q. How do you know this? A. I saw him.

Q. You say Ambrose waiting outside?

453 A. Yes.

* * * * *

Q. At the time of your assumptions both with respect that Mr. Ambrose was there to ask for his job back, and with respect to the fact that he was waiting to see Mr. Scali about this, you knew, did you not, that he had been engaged in picketing?

454 A. Yes, I knew he had been engaged in picketing.

* * * * *

Q. What was your purpose in asking Mr. Scali to send him into your office? A. Well, I feel a personal warm feeling to employees who have been with the company a long time.

Q. And Ambrose was one of your oldest employees from the viewpoint of length of service? A. We have older ones, we have employees who have been there much longer.

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459 MR. REICH: I think the specific question that is before the witness right now is as to the time he received communications or instructions from counsel with respect to conduct towards picketing and striking

employees.

JUDGE CORBLEY: That's two questions, let's take them one at a time.

MR. REICH: I don't see where, that is one question. May I ask that the Reporter read back the last question put to the witness.

(Whereupon, the Reporter read back the pending question.)

MR. WEIL: May I make a further objection? I object to the whole line of questioning as being outside the scope of my direct examination. Mr. Andrews testified very briefly in rebuttal of testimony by Mr. Ambrose, and he said he did not say anything that Mr. Ambrose said he said, and I think that the cross examination far, far goes beyond anything he said on direct examination.

JUDGE CORBLEY: The objection is overruled. You may answer the question if you recall it.

Q. I would like to rephrase it again, please.

My question: When did you have a discussion with counsel, your counsel, relative to the subject of taking back striking employees?

MR. WEIL: I object to that question, Mr. Andrews
460 has testified there was nothing in his direct testimony that said anything about taking back striking employees.

MR. REICH: He just testified --

JUDGE CORBLEY · The objection is overruled.

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462 Q. Was it pursuant to these instructions that you told Mr. Ambrose that you were sorry that you

couldn't take him back because his position had been filled?

MR. WEIL: I object to that.

* * * * *

464 Q. Everyone in the shipping department was out on strike; is that correct? A. Yes.

Q. The entire shipping department; is that correct? A. Yes, I believe that's right.

Q. And that consisted of at least five plus a foreman is that correct? A. Yes.

Q. And the first one from the shipping department who came up and applied for reinstatement was Mr. Ambrose; is that correct?

MR. WEIL: Objection.

JUDGE CORBLEY: Overruled.

A. I think that is incorrect, I think Clyde Warren was the first.

Q. Had you spoken to Clyde Warren at the time you spoke to Mr. Ambrose? A. No.

Q. Did you know that at the time that Clyde Warren had applied for reinstatement? A. When I spoke to Ambrose? Yes.

Q. When did you find out that Clyde Warren
465 had made an application for reinstatement, the same day? A. The same day.

Q. While Mr. Ambrose was waiting in the anteroom? A. That's right, yes.

Q. You didn't send Clyde Warren into your office, did you? A. No, I did not.

Q. Clyde Warren was speaking to Mr. Scali; is that correct? A. Yes.

Q. And Mr Clyde Warren walked out and then

Mr. Ambrose went in, is that correct? A. Substantially.

Q. Then Mr. Ambrose came from Mr. Scali's office into your office; is that correct? A. That is correct.

Q. So you had spoken to Warren in that interval? A. No.

Q. Had you spoken to Mr. Scali in that interval with respect to Warren? A. Very possibly, on the intercom, I really don't remember.

Q. You are telling me now that you don't remember whether you spoke to Mr. Scali with respect to Warren, it's possible you did, but you don't remember, is that what you are saying? A. Yes.

Q. When Ambrose came into your office you knew he was asking for reinstatement; is that correct?

466 A. Yes.

Q. And at most he was the second applicant to ask for reinstatement in the shipping department; is that correct? A. Yes.

Q. And at least you had three replacements in the shipping department out of five men; is that correct? A. No, we had more than that.

Q. Then tell me who you had at the time in the shipping department.

MR. WEIL: Objection.

JUDGE CORBLEY: Overruled.

A. I really would have to say I don't know why I should be required to give estimates that I'm not familiar with. Now I know that there were more than three because I can name that many, but I don't think that I should have to name a number that I may not

be able to live with.

JUDGE CORBLEY: Will you tell us to the best of your recollection, and if you don't know, the answer is you don't know.

THE WITNESS: There were more than three, of course.

Q. When you say there were more than three, you are testifying of your own knowledge that there were more than three? A. Yes.

Q. Then tell me who the more than three were.

467 A. I know them by their first names, so you will have to fill in the last name. Earl.

JUDGE CORBLEY: Is it your testimony that you do not recall Earl's last name?

THE WITNESS: I can't at the moment.

Richie.

JUDGE CORBLEY: And again for the record these are all first names that you are testifying to, Mr. Andrews?

THE WITNESS: Right.

Gregory, Sam, William, so we are up to five now.

Q. Are they the ones? A. I am trying to think if I can think of more. That is all I can think of at the moment.

Q. Now let me see if I can fill in the last names to go with their first names, would Earl be Earl Quintan? A. Yes.

Q. And would Richie be Richard Jefferson?

MR. WEIL: I want to take this opportunity to object to this whole line of questioning and I wish to be heard. The wtiness has stated many times that he is not really aware of this, and this is not his

function, and you gentlemen have kindly told him to take stabs and guesses, which he has done, and now you are pursuing this and pursuing this much further than the scope of the direct examination, and I strenuously object.

JUDGE CORBLEY: Your objection is overruled.

You may continue.

A. I think Richie Breiche, I think so, yes.

Q. Would Gregory be Jones? A I don't remember.

Q. Would Sam be Jackson? A. Yes.

Q. And would William be McKlean?

A. I don't know. The first name is Rolarno, I think. So that would be in addition to one I just mentioned, there would be six.

JUDGE CORBLEY: Do I understand your testimony that that is in addition to the William and the other names thatyou have named, and this was another person whose first name was just given and stands for William?

THE WITNESS: I think everybody calls him William.

JUDGE CORBLEY: Is it two people or one person?

THE WITNESS: One person.

JUDGE CORBLEY: So this is not adding to the list of five that you gave earlier?

THE WITNESS: No.

JUDGE CORBLEY: Thank you.

Proceed.

Q. Now at the time that you had this conversation, I am speaking of the conversation with Ambrose,
469 were these people working in the shipping department?

A. Yes, they were.

Q. All these five people whom you have named?

A. I'm quite sure they were.

Q. You know, do you not, that Mr Jackson, for instance, didn't start working until June the 3rd? A. I can't tell you what date he started working, but he had been hired.

Q. But didn't you just testify that these people were actually working on that day, the 31st? A. Well, actually working? He had been hired, I don't know for sure that he was in the plant working on that particular day.

Q. Do you know for sure whether any of these people who you named were actually working on that day? A. Yes, of course. some of them were working.

Q. How many, if you know for sure? A. No, I don't know.

Q. How do you know that they were hired, did you hire them? A. No.

Q. Did you interview them? A. No.

Q. Did you see them working? A. I saw a
470 number were working on the 31st.

Q. How many were were working on the 31st? A. You asked me that, I don't know.

Q. You don't know? A. I said that before.

Q. I think you said before there were more than three.

MR. WEIL: Objection.

JUDGE CORBLEY: The record is clear on that. The objection is sustained let's move on.

MR. WEIL: Once again I would like to take this opportunity to object to this whole line of questioning they are questioning him on something that he was

not asked on direct examination and which he has stated is not within his everyday activities.

JUDGE CORBLEY: Your position is reflected in the record, your objection is overruled.

* * * * *

472 26 Federal Plaza
New York, New York
Wednesday, November 20, 1974

* * * * *

476 Q. (By Mr. Reich) On the day you had this conversation with Mr. Grund. A. Yes

Q. I think you said it was Thursday the 28th. A. It was a Thursday, yes.

Q. It might have been the 30th; is that right? A. It was a Thursday.

Q. It was during the course of the strike? A. It was during the course of the strike.

* * * * *

478 Q. Of the supervisors or employees in the mounting room, speaking of the original complement, were any of them working on that day? A. I don't recall seeing any of them working on that day.

* * * * *

479 Q. In the course of your conversation with Mr Grund on that day, you did not agree to enter into a contract with the union nor to recognize the union; is that correct? A. That is absolutely correct.

* * * * *

JOSEPH SCALI

480 was called as a witness by and on behalf of the Charging Party and, having been previously sworn, was

examined and testified as follows:

REDIRECT EXAMINATION

Q. (By Mr. Weil) Mr. Scali, I show you a document and ask you if you can identify what that document is? A. Yes, this represents the analysis of our invoices covering A pil, 1973 through June, 1974 showing how many orders and the dollar value of orders processed by the shipping department together with the number of employees in each of those months.

Q. Forgetting about the number of employees and referring only to the orders and their volume, could you tell the Court specifically what books the company these were taken from? A. The information was taken from our monthly invoice books. It shows all of the billings that went out for each month.

MR. WEIL: The record will show I am presenting a book with many, many yellow pages in it and asking the witness, is this such an invoice book.

THE WITNESS: Yes.

JUDGE CORBLEY: Let the record reflect counsel showed the witness a looseleaf binder which apparently includes flimsy yellow copies of documents and there
481 would appear to be quite a number in there and the thickness of the book is about four inches.

Q. (By Mr. Weil) Would you tell the Court what these documents in this book are, the flimsy yellow documents. A. That we make to our customers.

Q. What are these documents called? A. Invoices.

JUDGE CORBLEY: If I may interrupt for just one moment, Mr. Weil.

You are looking, let the record reflect, at one

invoice from the documents. May I inquire, is that the only copy of that invoice in this book? A. Yes, it is.

JUDGE CORBLEY: The other invoices that appear in the book, are they the only copy appearing in that book or are they one of several; if you know?

THE WITNESS: It's the only copy. Some invoices might be several pages, but it is just one copy.

JUDGE CORBLEY: Thank you.

Continue, Mr. Weil.

Q. (By Mr. Weil) You mentioned that the documents we are discussing is a summary of orders by volume and amount from April, 1973 to June, 1974; did you not? A. Yes.

Q. Is there a similar book for each of those
482 months? In other words, is there an invoice book similar to the one in front of you for April, 1973? A. Yes.

Q. Is there one for May, 1973? A. Yes.

MR. GREEN: We will stipulate there are all down the line.

JUDGE CORBLEY: The question was 1973; did you intend 1974?

MR. WEIL: It has been stipulated there is a similar book for each month in 19 --

JUDGE CORBLEY: 1973?

MR. WEIL: In 1973 and 1974.

In other words, for each month set forth in this summary.

MR. GREEN: Actually, it would be helpful if that document, the summary, were marked for identification.

JUDGE CORBELY: Can you join in that stipulation,

Mr. Reich?

MR. REICH: Yes.

JUDGE CORBLEY: The stipulation is received into evidence.

* * * * *

483 Q. (By Mr. Weil) Could you explain to the Court now you compiled these figures on the documents marked as Respondent's Exhibit 5? First, refer to the total amount and then refer to the number of orders. A. In order to arrive at the dollar amount of the shipping volume, I had to go through each of the invoices issued for the month and pick out all of the items that were handled by the shipping department. Because, not every invoice that's prepared goes through the shipping department.

* * * * *

484 Q. Did you receive during or on Monday a visit from the General Counsel? A. Yes I did.

MR. GREEN: This week.

Q. (By Mr. Weil) Monday of this week, the 18th
485 of 1974; is that correct?

THE WITNESS: Yes, in the afternoon.

Q. (By Mr. Weil) Do you make each book appearing, a book for each of the months appearing on this document, did you make these books available to the General Counsel? A. They were available, yes.

Q Did the General Counsel request you to bring any books with you to the hearing? A. Yes, he made the suggestion of the three ones I did bring.

Q. Which ones? A. April May and June, 1974.

MR. WEIL: I am presenting a book to the witness.

Q. (By Mr. Weil) Can you identify this book?
A. Yes, this represents our April billing. April, 1974.

Q. I show you another book. A. This represents our June, 1974 billing.

MR. WEIL: I would like the record to show that the books are similar, if not the same size to the May, 1974 book.

JUDGE CORBLEY: The record will reflect the book for April is about the same size as the one for May. Then for June, however, is slightly larger than the
486 one for May.

MR. WEIL: I move that this summary sheet be placed in evidence.

JUDGE CORBLEY: Mr. Green?

MR. GREEN: I will not object on the condition that we discuss, before we open the record today and that is the two books that are now placed on my desk, namely April and June will remain in my office overnight for the purpose of allowing me to check those books against the Summary sheets that have been presented and offered in evidence as Respondent's Exhibit 5.

JUDGE CORBLEY: Is that arrangement agreeable to you, Mr. Weil?

MR. WEIL: It is agreeable.

I would also like it stipulated Mr Green has checked the book for May, 1974 and had found the figures for that month printed on this sheet to be accurate within --

MR. GREEN: My summary, and I do not vouch for complete accuracy, but my summary was for May, 1974

through May 28, 1974, $38,835.80 which is substantially similar to what is on the Respondent's Exhibit 5. For the total month, including to the end, May 31, 1974, I arrived at a figure of $44,710.16, which again, is substantially similar to what is reflected on the sheet on Respondent's Exhibit 5.

JUDGE CORBLEY: Do you have any objection to the receipt of Respondent's Exhibit 5 into evidence, Mr. Reich?

487 MR. REICH: I am going to make no technical objection. I object to the materiality.

JUDGE CORBLEY: That objection is overruled.

Respondent's Exhibit 5 is received into evidence over your objection. With, however the arrangement agreed upon that counsel will have the opportunity to see if he can review the books for the other two months.

* * * * *

Q. (By Mr Weil) Would you read into the record the dollar volume of orders received in the shipping department for the period May 1, 1974 through May 28, 1974? A. The total volume was $38,116.94.

Q. The General Counsel arrived at a figure of $38,800 approximately..

488 Ignoring the fact it is liable to be a mechanical mistake, could you explain how such a discrepancy could have come about? A. It could have come about a number of ways. One area is when I went through the invoice books, I picked up those orders that went through the shipping department. Included in the invoice book are orders for the mounting department. And, on our invoices we use symbols many times which Mr. Green would

not be familiar with.

He did check with me. Something could have been overlooked there.

Another possibility is many times we have the list price on the invoice and at the end we give our dealers a discount. It's very possible the list price was picked up rather than the actual billing price.

* * * * *

Q. (By Mr. Weil) Would you read into the record the dollar volume in June of 1974, please? A. The dollar volume for June, 1974 was $64,134.25.

Q. On this document, there is next to the month of May an asterisk and next to the month of June, there are tow asterisks. Would you explain
489 what these asterisks mean, please? A. Yes.

In the case of May we used through May 28th. That was prior to the strike. I indicated the number of orders that were processed on May 30th and 31st. In the case of June, I indicated that it included our once a year arrangement of shipping out Business Control Atlases. And, for the month of June they totalled $23,574.21.

Q. Why did you make this distinction for the Business Control Atlasses? A. Because this is not a normal monthly function. It's a once a year revision that comes out and it can come out in varying months.

This year we got our first shipment at the end of May and up through June. So, we had been accumulating orders for the 1974 Business Control Atlas since last year. And, as soon as they come in, we rush them out.

* * * * *

Q. (By Mr. Weil) When does this BCA normally come in? A. Well, we -- I think it was scheduled to come out in February of this year. It wasn't ready until the end of May.

490 It varies from one year to the next.

Q. How long does it take once it comes in to get this out? If it all came in one lump, how long would it take? A. Again, depending on the number of orders we have accumulated, it could take three or four days.

JUDGE CORBLEY: These invoices here you have summarized for the months of May and June, 1974. So that the record is clear on what is meant by the invoices this company renders is that a bill sent to the customer?

* * * * *

492 JUDGE CORBLEY: Is it true then that most of your orders are for non-mounted maps?

THE WITNESS: I would say the majority of the business is for the shipping department, non-mounted maps.

* * * * *

493 Q. (By Mr. Weil) Getting back to the BCA's, over what period of time normally would those orders accumulate? A. Right now we're accumulating orders for our 1975 Business Control Atlas.

Q. Would it be fair to say they accumulate all year? A. They are -- ther's an order form in the Business Control Atlas. And, many people, once they receive the '74, will send in the card and want to have an '75 edition.

Q. I show you a pretty blue book and ask you if you can describe it? A. This is our Business Control Atlas for 1974.

Q. This is the one that was sent out during the May-June periods in discussion; is that true? A. End of May, beginning of June.

* * * * *

494 Q. What do you do with these orders? A. Well, we file them alphabetically as they come in.

Q. What would happen when your first batch of Business Atlases came in? What would you do then?

495 A. As soon as they come in, by that time the -- well, the renewal cards are prices, invoices and packing slips are typed up. So, when they come in we're able to just bring in all of the orders and have them filled.

Q. Who would being these forms? A. Clyde Wesley.

Q. Would it be fair to say when these first group of Business Control Atlases are ready, Clyde Wesley would come into the shipping department with a big batch of orders? A. Yes, this is the normal procedure.

Q. There was testimony given that right after Mr. Glevina was discharged, terminated, Mr. Wesley came into the shipping department carrying a big batch of orders. A. Yes.

Q. Do you know what those orders were? A. They were the Business Control Atlases. Because, one skid of them had just come in that day.

* * * * *

496 Q. What date is that? A. Well, the first shipment of one skid containing 2,030 Business Control Atlases came in and was signed for by Mike Glevina. He dated it the 24th of May, which I think is the wrong date. It should have been the 23rd.

Q. Is tha around the time of Mr. Glevina's discharge? A. Yes, it was the same day.

* * * * *

497 Next is another bill of lading from Graphic Litho dated May 30th indicating a second shipment of thirty-five cartons of Business Control Atlases that were shipped and there's another freight bill beneath that.

498 There's a third bill of lading dated June 4th. In this case there were eighty-three cartons of Business Control Atlases shipped and then there's another shipment made by Graphic Litho on June 12th containing 113 cartons and that was the final shipment.

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501 VOIR DIRE EXAMINATION

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502 Q. Did you know in the lower left-hand corner there are some notations, "received 6/5; received 6/6; received 6/18?" A. Yes.

* * * * *

Q. Do they correspond with the dates of receipt of the merchandise? A. Yes.

* * * * *

505 Q. (By Mr. Weil) Mr. Scali, I would like to call your attention to May 17, 1974. I believe that is the date Mr. Scabelli's employment was interrupted? A. That correct.

Q. Did you have occasion to visit the shipping department during the week of May 17th? A. Yes, I did.

Q. Could you tell us your observations as to the amount of work in the shipping department? A. Well, there was hardly any work around. I didn't have to just go to the shipping department. You know, the amount of work coming in was light. When I did walk into the shipping department there was a very large assorting table where men sort the order or orders and there was really nothing in sight.

After the few orders that were coming in had been assorted, checked, they were packed.

Q. Could you place this occurrence with a date? A. I would say probably about a week and a half prior to the day of the interruption. There was a lessening of the work coming in and there wasn't very much for the people in the shipping department
506 to do.

Q. When the decision was made to lay somebody off in the shipping department, did you contact Mr. Glevina? A. Well, first it was discussed with Mr. Andrews.

Q. Did you then discuss it with Mr. Glevina? A. Afterwards yes.

Q. What did you say to him and what did he say to you? A. Well, I had called Mr. Glevina into my office and I told him there wasn't any work around and that we would have to lay off somebody.

And, he wasn't in favor of it. And, I said, "Unfortunately, we're going to have to do something, because there's just no work around right now."

Q. Did he give you his reasons for not being in favor of it? A. I don't recall.

Q. Did he mention anything to you about the BCA's due in or anything like that? A. He might have mentioned it, since -- yes since it was expected, he might have mentioned that.

Q. Why didn't that alter your decision?

* * * * *

507 Q. I didn;t consider the Business Control Atlases coming in to present a major problem where we would need extra help.

* * * * *

Q. (By Mr. Weil) I call your attention to the last week of May, 1974 and ask you if you recall the date of payday that week. A. Yes. Payday is on a Thursday and that week it would have been May 30th.

* * * * *

509 Would you tell us, let us take the shipping department first. Did you recall seeing people working in the shipping department on payday, the last full week in May, 1974. Do you recall seeing people working there?

THE WITNESS: Yes, there were two individuals there.

JUDGE CORBLEY: Were there any in the mounting department that you recall?

THE WITNESS: Leroy Brown.

JUDGE CORBLEY: None in a supervisory --

THE WITNESS: Not at that point.

MR. WEIL: I would like to direct your attention to the conversation concerning the visit paid by Mr. Ambrose sometime during the strike.

sometime during the strike.

Do you recall the date Mr. Ambrose visited the
510 company?

THE WITNESS: Mr. Andrews or did you say Ambrose?

MR. WEIL: Ambrose.

THE WITNESS: Yes, he visited me on the 31st of May.

Q. Did he at that time ask for his job back? A. Yes. he did.

Q. What did you tell him? A. Well, I told him at that time his particular job had been filled.

Q. What is his job? A. Basically in the case of United Parcel. Again, when they were functioning, he would write up the shipments that were being shipped. It involved stamping the order and writing up in the United Parcel Pickup Book the name of the customer that the merchandise was being shipped to and I believe he added the weight of the package, and that which had already been provided on the order.

Q. When you say write the address, where does he get this address from? A. It's from a copy of the packing slip.

Q. Where is that packing slip at this time? A. It's in the office.

Q. When he copies the name from the packing slip, where is it? A. It's right in front of him. It's in the shipping department.

511 Q. What else does he do? A. He would make one trip a day to the post office to -- we have some sort of a tub file, I guess on wheels, where he would put something that was going Parcel Post and take some of the office mail along with him and drop it off at

the post office.

Q. Does he perform any service functions with the company? A. No.

Q. In your opinion, can he perform any other performance in the shipping room for the company?

MR. REICH: Objected to.

MR. GREEN: Objection.

JUDGE CORBLEY: Sustained.

MR. WEIL: I am asking for an evaluation of an employee's capabilities.

* * * * *

512 Q. (By Mr. Weil) Has the company ever used Mr. Ambrose at any other work besides the work you have just now described? A. Since I've been employed by American Map, this has been his basic job.

I have personally seen that each year when we have our physical inventory and he was trying to take a count on various --

MR. REICH: I move to strike everything except the direct answer to the question. Everything else is not responsive.

MR. WEIL: This is direct, not cross.

JUDGE CORBLEY: I am going to take the testimony.

* * * * *

513 JUDGE CORBLEY: Let us begin again.

Would you repeat for us how long you have been with the company, Mr. Scali?

THE WITNESS: Four and a half years.

JUDGE CORBLEY: During the four and a half years you have been with the company, has Mr. Ambrose been used at any other work besides the work you have just described?

THE WITNESS: I have seen him help in taking inventory.

JUDGE CORBLEY: He has helped in taking inventory?

THE WITNESS: Right.

JUDGE CORBLEY: Has there been any other work at which the company has tried to use his services in addition to taking inventory and in addition to the work you have just now described?

THE WITNESS: I don't recall him getting involved in anything else.

JUDGE CORBLEY: Please continue, Mr. Weil.

* * * * *

514 Q. (By Mr. Weil) You testified he took inventory. Could you describe what services, what work he performed in doing that task? A. Well, it's performed once a year and it involves a physical count of maps that we have on hand.

Q. In other words, what you are saying is he counted the maps? A. Yes.

Q. Did you find his counts to be accurate? A. No.

Q. Would you explain, please? A. Well, they were rechecked and they were a lot of changes that would have to be made.

Q. When you say, "counting maps, " what does that mean? Just taking the, one, two, three, four? A. Well, the area that he worked on, well the transparencies they're counted individually. They're each

515 in their own separate box.

Q. Is it your testimony tha aside from this counting of maps during inventory, he performed no other services at any time during your tenure other

than the ones that you have just described? A. That's all I recall him being involved in.

Q. At the time you stated when he asked for his job back, these services, his job was being performed by someone else; did you state that? A. Yes.

Q. Who was performing it? A. Well, it was Earl Quildon and Richie Reiche, who would help out in addition to their packing and sorting orders. They would write up the United Parcel.

Q. Was the work being performed satisfactorily by these two gentlemen?

MR. REICH: Objected to.

JUDGE CORBLEY: That is overruled. A. Yes, it was.

Q. (By Mr. Weil) There was also some testimony that when Mr. Ambrose asked for his job back, another employee, Clyde Warren, was also in the company premises at that same time? A. Yes.

* * * * *

516 Q. Would you tell the Court, if you know, what Mr. Ambrose was doing at the premises? A. What he was doing?

Q. I am sorry, Mr. Warren was doing at the premises? A. Yes, he was looking for his job back.

Q. Did he just come up? A. He had called me earlier that morning.

Q. What time had he called you? A. I think he called about 8:00.

Q. What did you tell him? A. I said I would let him know. I had to check.

Q. With whom did you have to check? A. Mr. Andrews and with you.

Q. When you say you had to check with me, did

you feel that a rehiring of employees at this time might have legal significance? A. Definitely.

Q. When did Mr. Warren come up to the company, about what time? A. Say 12:30, 1:00. Somewhere around that.

Q. That was the same day and date? A. Yes.

Q. Which one did you see first? A. I was speaking to Clyde Warren and Nick Ambrose walked
517 into my office and I asked him to wait outside.

Q. When you were speaking to Clyde Warren, had you already told him at that time he was coming back or that he could report back to work? A. Yes.

JUDGE CORBLEY: I have a question.

Do you recall speaking a few moments ago about a Mr. Riche and Mr. Quildon who were performing the work Mr. Ambrose had been doing; is that your testimony?

THE WITNESS: Yes.

JUDGE CORBLEY: Do you know when Mr. Reiche was employed?

THE WITNESS: Yes. Mr. Reiche and Mr. Quildon were employed on the 28th of May.

JUDGE CORBLEY: 1974?

THE WITNESS: 1974, yes.

JUDGE CORBLEY: Please continue, Mr. Weil.

Q. (By Mr. Weil) Is it your testimony then when Mr. Ambrose applied or was reinstated, there were then actually three people working in the shipping department at that time? A. Actually four.

Q. Actually four? A. Yes.

Q. Who were they? A. Well, I mentioned Mr. Reich,

518 Mr. Quildon. There was a Will Quildon and a Clyde Warren.

* * * * *

Q. (By Mr. Weil) In your opinion, could these four people amply handle the work in the shipping department at that time? A. Yes, at that time, they could.

MR. GREEN: What time are we talking about?

MR. WEIL: The date Mr. Ambrose asked for his job back, whenever that was.

JUDGE CORBLEY: Would you recall again for us the date Mr. Ambrose came in to seek his job back?

THE WITNESS: Yes. It was May 31st.

JUDGE CORBLEY: 1974?

THE WITNESS: 1974.

* * * * *

Q. (By Mr. Weil) You have described the job that Mr. Ambrose does. Does he spend his whole time doing that job? A. Yes.

Q. He performs no other functions; is that true? A. None.

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519 RECROSS EXAMINATION

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528 Q. These maps are then physically put together and after they're made and put together, what do you physically do with these things? A. Pack them in the mounting department.

Q. The packing is done in the mounting department? A. Right. They have their own packer who handles every package.

* * * * *

529 Q. You have this order which includes a lot of matters that are going to be done directly by the shipping department? A. Right.

Q. What happens? A. Well, the shipping department, someone would take the orders and go through each of the items.

* * * * *

534 A. The sorting and checking could have been done by Carlos Bergen, Roandl Coleman, Mike Scabelli, Mike Glevina.

Anyone of these five would or could sort or check an order.

* * * * *

535 Q. (By Mr. Green) Unless I am wrong, I assume the skill that is involved in picking and checking the order is the ability to count and also the ability to read? A. Yes.

Q. After it is assorted and checked, what happens then? A. Once it was checked, it would be brought over to the packing area of the shipping department.

* * * * *

536 Assuming there is a lot of packing to be done, did Vance Davis only do that or did other people from time
537 to time help out? A. I would say Vance Davis spent his entire time packing.

Q. In other words, he never did assorting or checking? A. Right.

Q. There would have been someone else at one time or another who would help out in packing? A. That would have been Mike Scabelli, Ronald Coleman.

* * * * *

538 Q. Now it comes to Nick Ambrose and he, in the case of United Parcel, he then has a pickup, assuming it's United Parcel; A. There's a special book they supply.

Q. When he writes there is going to be an order to such and such a place, does he do anything else with respect to that? A. He would write the name of the place it's being shipped to, the weight and the zone and I believe he stamped the package. Then, the salmon copy of the packing slip and their address on the package itself.

I believe in a case of this particular order, he would probably write the address and just indi-
539 cate Long Island City, New York. I'm not certain on that.

Q. Do you ship through others than United Parcel? A. Yes. We can ship parcel post or private carriers.

Q. What does Nick Ambrose do with respect to those shipments other than United Parcel? A. Parcel post, I believe there is another book that he probably writes up the same information. I'm not certain as to exactly what he writes.

He would write down that information and he would have to bring that stuff to the post office. He is to make one trip a day. Somewhere, I guess, around 4:00.

He had a tub with wheels to wheel it over to the post office.

Q. Does he also address the envelopes, put addresses on the envelopes? A. What envelopes are you referring to?

Q. The envelopes that contain the maps.

A. No, there was a label. That was all taken care of by -- in other words, this form on the two-part packing slip, there is a white and a salmon copy. This portion on the white copy is perforated. It designates who the merchandise is being shipped to. That becomes the label and whoever is packing uses four inch wide Scotch tape and puts it on the package.

If it's more than one package, you need more
540 labels, the office would type them up or make some xerox copies.

* * * * *

541 Q. Let us take the BCAs, I take it you check through these shipping slips? A. Yes.

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543 A. Well, in the case of the Business Control Atlases, they were received on skids in varying quantities. The first quantity, if I remember correctly, was thirty-five cartons and there are fifty-eight atlases in each carton.

If the skid of atlases was put in one area near the assorting table and it was just a question of opening a carton, pulling one or more out, matching it up with the order. That's it.

Q. I think you are going too far. Let us start first with the order.

544 The order comes from someplace and is put someplace. A. Yes, The orders are brought into the shipping department. There is a basket where Mr. Wesley brings orders in each day or several times each day and puts them there and those are orders that have to be assorted.

Q. So, this reflects the same kind of salmon type of piece of paper? A. Yes.

Q. A group of such salmon colored pieces of paper go into this box? A. Yes.

Q. Once it's in the box, what happens? A. Once it's brought into the shipping department, it's just a question of assorting the orders.

Q. Let us assume you have 100 customers who file orders for one Business Control Atlas. How is that done? A. It's a question of opening a carton and taking the order. If it calls for one Business Control Atlas, just putting it on top of the Business Control Atlas.

Q. You put the order on top? A. Yes.

It would look something like this and to save space, the next order would be turned this way.

(witness indicating)

Q. After all those orders are placed on the
545 table, let us assume you finish with the 100 orders. What happens then? They are all sitting on the table. A. Well, someone would sort them as you just said. They would be checked, which is relatively simple and they are brought over to the packing area to be packed.

In the case of one, it is put in a craft envelope.

Q. With a backing? A. This probably wouldn't have a backing. It's fairly rigid.

* * * * *

546 Q. This, I gather from your testimony, is a one a year business? A. Right.

Q. Do you have any other things that are once a year businesses? A. That's the only one that I can think of.

* * * * *

548 Q. Having looked at these bills of lading, can you tell us when it was that you had received the skids for the Business Control Atlases? A. Well, the dates that they were received are listed here.

Q. So that would be May 23rd, June 5th, 6th and 18th? A. Yes.

JUDGE CORBLEY: We will take a short recess.

* * * * *

574 Q. How long were you there with the company? A. How long have I been with the company?

Q. Yes. A. About four and a half years.

Q. And you do not go back in the shipping department? A. Sure I do.

Q. You do? A. Yes.

Q. Do you go back there often? A. It varies.

Q. Do you observe what the employees back there do? A. Yes.

Q. Do you watch their work from time to time? A. From time to time.

Q. Were you from time to time involved with them in their work? A. At that time. not really.

575 There was a foreman.

If I had a question or a problem, I would deal with Mike Glevina just as if someone in the department had a problem, they went to Mike Glevina and he talked to me.

Q. Did you talk with employees there? A. On occasion, yes.

Q. Did Mr. Glevina ever talk to you about capability ro the performance of his employees under his supervision? A. From time to time he did, yes.

Q. Mr. Glevina was a foreman there for how long? A. Three or four years, I think.

Q. Were there occasions when people were terminated from the shipping department? A. Yes, there are occasions.

Q. Were you consulted about those terminations? A. Yes.

Q. I take it those terminations in some instances at least, were because the person was not performing his job right? A. That could be one reason, yes.

Q. Would you try to find out whether what Mr. Glevina was telling you about that person was accurate or not accurate? A. Well, as the foreman, you have to rely upon their judgment.

* * * * *

577 CROSS-EXAMINATION (Continued)

Q. (By Mr. Reich) On May 31, when Ambrose asked for his job back, you told him that his particular job had been filled? A. That's correct.

* * * * *

Q. Can you tell us now who had filled the job? A. Well, it wasn't one particular individual. Both Earl Quildon and Richie Reiche were performing Mr. Ambrose's functions.

Q. Did it take two men to fill Mr. Ambrose's job? A. No, on the contrary, it was a job that did not take a full day.

578 Q. But both of them were doing this job?

A, They migth spend an hour, an hour and a half each, each day.

Q. Doing what? A. Well, as I said before, in the case of United Parcel it would be a question of stamping the order or salmon copy and the package with the account number that we have with United Parcel and entering in the pickup book of United Parcel, the name of who it was being shipped to and the address, the weight and I think in what zone that it was going to be shipped.

Q. Who determined the weight? A, Whoever packed the item.

Q. And when Ambrose was there, did he weight the package or did it come to him already weighed? A, It came to him already weighed,

* * * * *

587 Q. And at the time you had this conversation, with Ambrose, these were the only two men working in the shipping department, were n't they, Quildon and Reiche? A. Well, we -- that is not correct,

Q. Then correct me. Who else was working there
588 at that time? A, There was William McClean.

Q. We had McClean started? A. He was hired that day.

Q. The same day you spoke to him? A, Prior to speaking to Mr. Ambrose,

Q. Anyone else? A, Clyde Warren had spoken to me prior to Mr. Ambrose,

Q. But hasn't started working yet? A, Actually he started that afternoon.

Q. Before or after you spoke to Mr, Ambrose?

A. Once I spoke to Mr, Warren, Clyde Warren, I said okay, his particular job was available and he started, I would say, right away,

* * * * *

Q. When did you speak to Mr. Ambrose? A. In terms of time or --

Q. Terms of time on the 31st? A. Around 1:00 o'clock.

Q. It wasn't in the morning? A. No.

Q. When did you speak to Mr. Warren? A. He called me up about 8:00 o'clock in the morning.

* * * * *

589 Q. While Mr. Ambrose was working, that is prior to the time of the strike, did his job consist solely
590 of writing up UPS shipments and addressing packing slips for the shipments and making one trip to the Post Office and once a year helping with an inventory? A. Did you say addressing packing slips?

Q. Yes. Did he do that? A. He didn't do any addressing. From the packing slip he transferred the name of whoever we were shipping the merchandise to, to the United Parcel book.

* * * * *

592 Q. The only things you have ever seen Mr. Ambrose doing isthe function you just described? A. Yes.

Q. Did you see him, Mr. Ambrose, sitting around doing nothing?

* * * * *

Q. What do you mean not doing anything in particular?

MR. WEIL: Objection

JUDGE CORBLEY: Overruled.

A. Well, he wasn't sorting an order, he wasn't doing any work. He was probably standing next to somebody talking to them.

* * * * *

594 JUDGE CORBLEY: Do you recall speaking to anyone specifically with respect to this matter?

THE WITNESS: Well, I had mentioned the -- I can't say for sure but I had been reasonable sure I mentioned it to Mr. Glavina. It was a situation where he had been here a long time and he had been doing what he was doing prior to my association with American Map Company and I think everybody felt sorry for him.

* * * * *

Q. I think that day has been mentioned heretofore
595 in these proceedings, Now, on August 22nd, was Earl Quildon still employed? A. Yes, he was.

Q. Was Richie Reiche still employed? A. Yes, he was.

Q. Were they still doing the same work that -- up to August 22nd at any rate -- that Ambrose had done before he went on strike? A. I would say so, yes.

Q. After the 22nd they continued to do the same work they had theretofore? A. When Mr. Ambrose returned to work, he resumed the job that he had been doing previously, so that as far as any writing up in United Parcel or the Parcel Post books, they didn't do that.

Q. And did they have enought work to keep them busy? A. Yes.

* * * * *

598 Q. Again, I ask you, please try to listen to my question, You just told me a moment ago that things were slow in the mounting department. A. That's right.

Q. And things were slow in the shipping department, A. That's right.

Q. Did the periods of slowness correspond, were they substantially the same in both?

MR. WEIL: Objection, I thought he answered that question rather explicitly,

JUDGE CORBLEY: Overruled,

A. I'd say they corresponded pretty much the same, yes.

Q. Was anybody laid off in the mounting department? A. No,

Q. It's also a fact, is it not, that for a period of two or three months before May 29th, employees of the office were inserting maps into these plastic containers? A. Yes.

Q. And this two or three months covered the period in which you say the shipping department was
599 slow, is that right? A. I wouldn't say two or three months. It was slower and May was the month when it was extremely slow.

Q. I start with May the 29th and I go back to my question, two or three months, which would take me back to March, and from March until May the 29th, you had girls in the office doing this inserting of maps, did you not? Right up to and including the 29th, isn't that right? A. They were inserting maps. Whether it had begun two months prior to that or three months, I couldn't be sure.

Q. You are not sure of that?

Q. You are not sure of that? A. Not when it began.

JUDGE CORBLEY: All right, did it continue during the month of May, do you know?

THE WITNESS: Yes, they were helping out.

JUDGE CORBLEY: During the Month of May through the 29th, then?

THE WITNESS: I would say during the month of May they were helping out, yes.

* * * * *

603 Q. I think Mr. Green might have asked you, but just to be very certain, the dollar figures that are given in Exhibit 5, as to the total cost of orders processed by the shipping and receiving department, they are not reflective of the number of items that went through the shipping department at any one time, is that correct? A. The dollar volume?

Q. Yes, A. In effect, it is because the number of items would affect the cost.

Q. Let me ask you if this is possible, that in the month of January of any given year you do $70,000 worth of business by shipping 7000 items at $10 a piece and in the month of February you do $60,000 worth of business by shipping 60,000 items at a dollar apiece?

Now, the concept is exaggerated, but the possibility is there, is that right? A. Yes.

* * * * *

611 Q. Did you have a conversation with Mr. Glavina on May 17th dealing with the expected arrival of those BDA's? A. Yes.

Q. In the course of that conversation did Mr. Glavina say to you these things were expected momen-
612 tarily, words to that effect? A. Yes.

* * * * *

613 MR. WEIL: First I would like to read something into evidence. This is from the decision and direction of election, General Counsel Exhibit something or other.

JUDGE CORBLEY: I wonder if you could refer to it by paragraph and is it necessary to read it into evidence.

MR. WEIL: I would like to read it. It's only two sentences. A witness for the employer testified ..

JUDGE CORBLEY: That is General Counsel Exhibit No. 7 according to my records, Mr. Weil.

MR. WEIL: A witness for the employer testified that substantial proportions of the work of these clericals was related to production. His testimony, however, was conclusionary in nature and devoid of any factual basis aside from the fact that they had been assigned to bagging maps. However, this function was performed for the first time shortly before the hearing, encompassed about a one-week period, and was done by the clericals at this desk, in addition, to their regular duties.

* * * * *

614 JUDGE CORBLEY: Thank you. Of the Regional Director's decision, direction of election?

MR. WEIL: Right?

* * * * *

REDIRECT EXAMINATION

615 Q. (By Mr Weil) Mr. Scali, you testified that at various times, as a matter of fact, at least half of the times you found Nick Ambrose -- when you went into the shipping room, you found Nick Ambrose to be, in the words of Mr. Reich, goofing off.

If this is the case, if you know, why was he kept on with the company? A. I would say everyone felt sorry for him. He had been employed about 11 years with the company. It is unlikely he would be able to hold another job.

* * * * *

JUDGE CORBLEY: What if anything did Mr. Andrews say to you on the discussion of the Pitney Bowes machine with reference to Mr. Ambrose's continued employment?

THE WITNESS: If we went ahead and got the Pitney Bowes United Parcel meter it would just about eliminate Mr Ambrose's job and we more or less reserved making a decision along those lines.

* * * * *

616 Q. (By Mr. Weil) Assuming, Mr. Scali, that you know the exact day that the first of the BCA's was going to arrive at the company, would this have affected the company's decision for laying off one man in the shipping department? A. No, it wouldn't.

MR. REICH: Objection and move to strike the answer as calling for speculation. And the question itself is speculative, assuming that --

JUDGE CORBLEY: Sustained.

Q. How long would it take the shipping department to get out the whole order of BCA's, assuming they came in at once?

MR. REICH: Objection on the same grounds.

JUDGE CORBLEY: I am going to ask you to rephrase that question and take the assumption out of it and inquire how many hours of work is involved in shipping out all the BCA's.

MR. WEIL: If I might comment on that.

JUDGE CORBLEY: All right.

MR. WEIL: It is a hypotehtical question. What is the hypotehtical question to a man who is qualified as an expert at least so far as American Map is concerned? You yourself know it will take a different amount of time if five come in a day then if all of them
617 come in at once.

JUDGE CORBLEY: You may proceed this way. You may inquire as of a fixed date how long it would take to mail out all the BCA's to cover orders. Procedure at that time.

Q. Take May 17, 1974. How long would it take for the shipping department employees to mail out the entire BCA orders? A. Assuming they were all there, the BCA's, three or four days.

Q. Are these BCA's easier to ship than other orders? A. Yes.

Q. Would you explain why? A. Well, the most time-consuming job in the shipping department is sorting orders because you have to walk all over the shipping area to locate the various maps. In the case of Business Control Atlases they were in one area on a skid and it is a very quick operation.

Q. Over what period of time did these BCA's actually come in? A. The first shipment came on the 23rd and I think June 18th is the last shipment.

* * * * *

618 Q. Would the arrival -- would the prospective arrival of these warrant the retaining of an extra man in shipping? A. No.

Q. I call your attention to Respondent's Exhibit S, the shipping volume schedule.

At whose request did you prepare the schedule as to the dollar amount of orders in the shipping department? A. Mr. Carmody of the National Labor Relations Board.

Q. And after you had presented this schedule as to the dollar volume for each of those months, did Mr. Carmody ask for additional information? A. Initially he asked for, I think, two or three months in 1974. Then he stated that the dollar volume didn't tell him enought, he wanted the number of orders and I think he extended the period of time.

Q. Now, there some testimony elicited on cross-examination as to invoices of three or four pages and I think when you looked through May you were able to find one such invoice? A. That's correct.

Q. Are such invocies normally received by the company? A. Not normally.

Q. Are they received normally in any one par-
619 ticular month? A. No.

Q. Are they received, then, -- are they spread out, the receipt of these large invoices spread out, normally over a period of a year? A. The larger orders

Q. Yes. A. Yes.

Q. So then would it be fair to say that in a period of a year, each month would receive its fair share of these larger orders? A. I would say so.

Q. Now, I call your attention to this control breakdown documents which were surprisingly offered in evidence by the general counsel.

* * * * *

Q. (By Mr. Weil) Briefly, what are these documents? A. This is a breakdown of the invoices that are issued each day. It lists the first and last invoice number and the total dollar amount of that day's billing.

620 Q. And there is a total at the bottom of these. A. Yes, it is a controlled total that I use when I submit a magnetic tape to the Itel Corporation.

Q. When you add all of these numbers up, what do you get? This appears to be from March, A. The combined total of these two pages represent the total billings for the month of March.

Q. Total billings for the month of March. Hypothetically, would it be possible to have a hundred thousand dollars worth of work going through the mounting department and no work going through the shipping department? A. It's a possibility.

Q. Hypothetically it is possible? A. Yes.

Q What would the dollar amount be for my hypothetical month at the end there? A. $100,000.

Q. Is there any way of determining from the dollar amount, at the end of each month, how much work went through the shipping department as related to the mounting department? A. No.

Q. Do these documents in any way reflect on or then change the accuracy of the figures that you presented in Respondent's Exhibit 5?

621 A. No.

Q. Were you employed by the company in April 1973? A. Yes, I was.

Q. If you recall, was the work in the shipping department greater or less than May of 1974?

MR. REICH: Objected to as improper redirect.

JUDGE CORBLEY: Overruled.

A. Well, that is the month when the Business Control Atlases were shipped in 1973 and it is hard to say for sure. I would say that there was more work.

JUDGE CORBLEY: More work when?

THE WITNESS: In April of 1973 rather than May 1974.

Q. Do you recall April 1974? A. Yes.

Q. Was there more work in the shipping department in April 1974 than in May 1974? A. Yes.

Q. March 1974?

* * * * *

622 Q. (By Mr. Weil) To your knowledge, was there more work performed in March 1974 there in the shipping department than in May 1974? A. Yes.

Q. I call your attention to January 1974.

To your knowledge, was there more work performed in the shipping department in January 1974 than there was in May of 1974?

MR. GREEN: Objection, I think this whole line of questioning is redundant.

JUDGE CORBLEY: Overruled. You may answer. A. Yes.

* * * * *

RECROSS-EXAMINATION

Q. (By Mr. Green) Referring to Exhibit 7-D, and I take it that the number 6-5-74 refers to the date

upon which the second skid of BCA's was delivered
623 from Graphic Litho Corporation, is that correct?
* * * * *
624 Q. I think you testified that if all of the BCA's had come in on one day, all together, the whole group, it would take four days, three or four days, for those -- for the entire group to be shipped out, is that right?

MR. WEIL: Objection. That wasn't his testimony. He wasn't allowed to answer that question.

MR. GREEN: I thought he answered that question.

JUDGE CORBLEY: As I recall, it was something abit different.

Do you recall your testimony with respect to that? The matter of time it would take to ship the BCA's?

THE WITNESS: Yes.

JUDGE CORBLEY: To fill the orders on hand?

THE WITNESS: Yes. I think that was the question. You can pursue, if you wish, at that point.

MR. GREEN: I am not sure I got the answer.

JUDGE CORBLEY: The testimony is as I recall and the record will correct me, the testimony was the order filled on hand. The further testimony was orders that came in various times during the year. Why don't you start all over again, if you wish.

* * * * *

Q. (By Mr. Green) Assuming for the moment that the whole batch came in on one day, how long would it take, with normal shipping, to get those BCA's out?

* * * * *

625 A. I would say three or four days.

* * * * *

629 MR. GREEN: I didn't ask you that. I appreciate you have listened to your counsel. That is what a client is supposed to do. But my question is whether or not on June 26th, 1974 you shipped six BCA's to Buffalo, New York? A. Yes.

Q. And on the same day, June 26, 1974, ten BCA's were transmitted -- well, I don't know is that the same -- A. 1974 just typed incorrectly.

Q. So ten BCA's were sent out to Pittsburgh, Pennsylvania, to another company, is that correct? A. Yes.

Q. And on the same day 20 BCA's were sent out to another company, a third company in Rochester, New Yrok, isn't that correct? A. That's correct.

Q. Same day, four BCA's were sent out to a fourth company in Ohio, is that correct? A. Yes.

Q. Same day, four BCA's were sent out to a fifth company in Pittsburgh, Pennsylvania, is that correct?

630 A. Yes, sir.

Q. And on the same day two BCA's were sent to Westinghouse Electric Company in Virginia, is that correct?

MR. WEIL: Once again, I object, your Honor.

JUDGE CORBLEY: It is overruled.

Q. June 25, 1974, 36 BCA's were sent out to Stevens Map Company in Dallas, Texas, is that correct? A. That's correct.

Q. On June 25th three BCA's were sent out to Veeco in New York, is that correct? A. That's correct.

Q. And here's one the same day, June 25th, three BCA's to Textron in Providence, Rhode Island, is that correct? A. Yes, that's correct.

Q. And the same day, 6-25, twelve BCA's were sent to Paley Company in Winston, Massachusetts? A. Yes.

Q. On the same day 18 BCA's were sent to Office Engineers, Inc. in South Bend, Indiana, is that correct? A. Yes.

Q. Here's another one for 6-25-74, 24 BCA's to Map Services in Atlanta, Georgia, is that correct? A. Yes.

Q. 6-25-74, two BCA's sent to Lever Brothers in New York, New York, isn't that correct?

631 A. Yes, it is.

Q. Now, do you know if those BCA's were part of the original group of orders? A. I would say no.

Q. You would say no? A. Yes.

* * * * *

Q. Now, you were asked a few moments ago on redirect examination about making comparisons of how busy the shipping department was at various months as compared with May of 1974.

Do you remember being asked those questions? A. Yes, I do.

Q. As you sit here now, can you tell me exactly or give me an estimate as to how many packages went through your shipping department in May of 1974? A. Number of packages?

636 Q. That is my question, sir. A. No idea.

Q. Can you tell me now as to how many packages went through your shipping department in March of 1974 as compared to May of 1974?

MR. WEIL: Now, I -- okay.

A. No, I couldn't

Q. Can you tell me with respect to any month on this list how many packages went through? A. No, I couldn't

Q. Or how many were handled in the shipping department by the employees therein, during any one of these months? A. No, I couldn't.

* * * * *

JOSEPH SCALI

637 recalled as a witness, having been previously duly sworn, was examined and testified further as follows:

FURTHER DIRECT EXAMINATION

Q. (By Mr. Weil) Do the dollar figures set forth after each month, April 1973 through June 1974, on

638 Respondent's Exhibit 5, reasonably reflect the amount of business that goes through the shipping department for those months?

MR. REICH: In terms of dollars?

MR. WEIL: In terms of volume. In terms of volume.

MR. REICH: Objected to.

* * * * *

639 JUDGE CORBLEY: I will sustain the objection.

* * * * *

ROBERT FLOYD WEEKS

called as a witness, having been first duly sworn, was examined and testified as follows?

JUDGE CORBLEY: Give your name to the reporter.

THE WITNESS: Robert Floyd Weeks.

DIRECT EXAMINATION

Q. (By Mr. Weil) Are you employed by American Map Company? A. Yes, I am .

Q. What is your position? A. Vice president in charge of sales and marketing.

Q. How long have you been employed by American
640 Map Company? A. Since January of 1973.

* * * * *

Q. (By Mr. Weil) I show you a document which is Respondent's Exhibit 2-A, and ask you to read said document.

JUDGE CORBLEY: Let the record reflect that the witness perused both Respondent's Exhibits 2-A and 20B.

Q. I call your attention to the letter written by Nicholas Ambrose, marked Employer's Exhibit 2-A, which stated that Mr. Ambrose was offered $10 by you not to join the union, A. That's the second page?

Q. That's the second page, yes,

A. Yes.

Q. Did you ever make such an offer to Mr. Ambrose?

* * * * *

A. No.

* * * * *

Q. In Mr. Ambrose's affidavit he talks about a talk among some of the workers and he states that "Mr. Weeks said that we did not have to get the union.
641 He said we could have come to the company and asked for a raise instead and that it would have been given to us." He went on to say, "Then he told me not to

get involved with Tommy Smith, Mike Glavina, Mike Scibelli and Vance Davis, the employees who were with the union, and I would keep my job."

Did you ever make such a statement to Mr. Ambrose? A. No.

Q. Did you everhave a conversation with Mr. Ambrose concerning the union at all? A. Yes.

Q. What was the conversation? A. The conversation was -- do you want --

Q. Say when it happened, when did the conversation happen. A. I don't know the exact date the conversation happened. After Mr. Ambrose had come back, you know, in time -- after the picketing, et cetera, Mr. Ambrose came back to work for the company and it was at that time that he came to my office and we had a conversation.

Q. Did you ever have a conversation with him before that? A. Yes

Q. Concerning the union? A. No.

642 Q. What was the conversation you had with him after he came back? A. Well, Nick often came in to my office when he was coming out with the mail and generally we just had, you know, discussions about families, houses, things like that. This particular day he came back in to the office said hello, I told him I was very happy to see him back with the company and just a general discussion and he brought up to me that he was glad to be back and that he didn't like what was going on and I told him I was very glad he was back, then we got into a general discussion and at that point I indicated to him I didn't like labor unions personally myself but in regards to the other part,

never at any time did I tell him that, you know, he shouldn't be part of a union.

Q. Did you ever mention the names to him Tommy Smith, Mike Glavina, Mike Scibelli and Vance Davis to him? A. No.

Q. Do you know who these people are? A. With the exception of Mike, I did not know them by last name. I knew them by sight. If someone did say go back to see Tommy, I kind of knew who to see, but I knew everyone on a sight basis.

* * * * *

643 JUDGE CORBLEY: Back on the record.

Let the record reflect that this off-the-record discussion dealth with some confusion in the matter of the identification of exhibits in the questions asked by Mr. Weil of this witness just a few moments ago and I would like you to make a statement in the record then in that connection, Mr. Weil, please.

MR. WEIL: I would request that the record be changed to reflect the fact that the affidavits with attached letter, Nicholas Ambrose, be shown as Charging Party's Exhibit 1 and not Employer's 2 and 2-A.

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644 CROSS-EXAMINATION

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645 Q. These conversations about the subject of families and houses and any other subjects were in the nature of friendly or social rapport, is that correct? A. Yes.

Q. And in the course of them, would you kid with Nick? A. Not generally, no.

Q. Would you joke with him? A. No.

Q. Everything was very serious? A. No. There were light moments, yes.

Q. Of course, as you sit here now, you have no recollection of any particular light moments that occurred, do you, Mr. Weeks? A. Generally at the expense of politicians, government and taxes. I would never generate the topic of discussion. Nick would usually come in and ask the question and that is how they would start.

Q. Politicians and government and taxes? A. Yes.

Q. How about labor unions, was that included on
646 the same list? A. No, it was not.

* * * * *

REDIRECT EXAMINATION

Q. (By Mr. Weil) You stated in answer to a question by Mr. Reich thatyou would never tease Nick Ambrose, did you not? A. Yes, I did.

Q. Why is that? A. I like Nick very much and too many people tease him. He is very easy to tease, he has some problems, I am not a doctor, I douldn't tell you what his problems are, but I like him and I think it would be cruel to tease him and consequently that is why sometimes when I really did not want to talk with him when I had to work I would take the time to talk to him because he appreciated it. Or at least I thought he did. I have no way of knowing it.

Q. Would you tell a lie under oath to defeat this labor union?

MR. REICH: Objected to

JUDGE CORBLEY: Overruled.

A. No, I would not.

* * * * *

RECROSS-EXAMINATION

Q. (By Mr. Green) You say to your knowledge other employees teased Nick Ambrose? A. Yes.

* * * * *

Q. Did Nicholas Ambrose come to your office on occasion? A. Yes.

Q. With some degree of frequency? A. Once or twice a week or sometimes more.

Q. And you liked him? A. Yes.

Q. Would it be fair to say you were sympathetic towards him? A. Yes.

Q. And would it be fair to say that at some point in time you felt that perhaps other employees were mistreating him? A. I wouldn't say mistreating him. I never saw anyone mistreat him.

Q. I don't mean physically mistreat him. A. If I may coin the phrase myself, make light of Nick at his expense to make a joke or something to laugh about. I never saw anything cruel or brutal done to him.

Q. I meant in the nature of teasing or being sarcastic at times or making a practical joke? A. Yes.

Q. Did he ever talk to you about these things? A. No. Nick never mentioned -- I sometimes wondered about that but I didn't think it was my right to bring
649 the subject up but I never heard him complain about that.

Q. You never offered any advice to him perhaps how to deal with these problems or how he could cope

with these problems? A. No.

Q. Never gave him any advice at all? A. No.

* * * * *

* * * * *

750 26 Federal Plaza
New York, New York
Thursday, November 21, 1974

* * * * *

752 EARL QUILDON

was called as a witness by and on behalf of the Respondent and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Weil) Would you state your name, please? A. Earl Quildon.

Q. Are you employed by American Map Company? A. Yes, sir.

Q. When did you become so employed? A. On the 29th of May, 1974.

Q. What is your present capacity? A. Shipping supervisor.

Q. Were you employed in that capacity when you started to work for the company? A. No, sir.

Q. In what capacity were you employed?
A. I was employed as a shipping clerk.

753 Q. How did you get to American Map Company; if you recall? A. I answered an ad in the newspapers, and I was interviewed on the 28th of May.

Q. What was the ad for? A. For shipping supervisor.

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Q. Then what happened? A. I was called in the afternoon, and asked to report to him the following day. When I came in on the morning of

the 29th, he told me that he had not yet decided on the job of supervisor, but if I was willing, he would take me on as a shipping clerk at a much smaller salary, and if it was all right with me I could start that very day.

Q. What salary did he start you at?

754 A. $125 per week.

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755 Q. I asked you if you had occasion to observe the work of one Nicholas Ambrose. A. Yes, sir.

Q. What does he do? A. He is responsible for stamping packages that go by United Parcel Service, stamping the corresponding orders and writing them up, and pricing the United Parcel Service book.

Q. Does this job take Mr. Ambrose's full time? A. Most of his time.

Q. What else does he do? A. He does some stuff that we ship out by parcel post, too.

Q. What does he do with that? A. He writes it up, takes it to the Post Office, they addept it, and he returns his empty tray.

Q. Do the functions you have just described comprise Mr. Ambrose's full work assignment? A. Yes.

756 Q. Does he spend his entire working day doing this? A. Yes, that is what he is supposed to be doing, but he spends a lot of time taking it easy, too, you know. Nick goes to the front office and converses with the girls, comes back and spends time fooling around with some of the guys who work, and then he gets on with his work, you know.

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Q. Would you classify Mr. Ambrose as a fast worker, a slow worker, or a very slow worker, or use your own words? A. Very slow.

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CROSS-EXAMINATION

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757 Q. There is a lot of work now; is that correct? A. Well, when I came there there was a backlog of work.

Q. That is the moment you came in? A. From the time I came in, and as a result we have been
758 very busy, because we have been trying to catch up all the time.

Q. So from May 29th until today there has been just a rea-ly lot of work to do in the shipping department? A. We have been kept fairly busy.

Q. What did this backlog consist of?

MR. WEIL: Objection.

JUDGE CORBLEY: Overruled.

Q. You mentioned a backlog, what did the backlog consist of? A. Well, I learned sometime that there was some strike problems; as a result, for a couple of days nobody was performing any work in the shipping department.

Q. Well, you were there on May 29th, were you not?

MR. WEIL: Objection, he isn't letting the witness answer the question.

JUDGE CORBLEY: That is overruled.

Q. You were there on the 29th; is that not correct? A. Yes.

Q. Mr. Warren came back on the 31st; is that correct? Maybe you don't know his name. A. Oh, Clyde.

Q. And there were a couple of other people who were also hired about the same time as you were; is that right? A. Yes.

759 Q. So by the 31st of May, isn't it true that there were four employees in the shipping department? A. Yes, there were.

Q. I assume they were working? A. Yes.

Q. The fact that there was a strike didn't mean that these employees were not working; is that right? A. We were working.

Q. Now let me ask you, what was the backlog; what did the backlog specifically consist of? A. There were only two of us from the 29th, Richard and I.

Q. On the 29th? A. From the 29th for around three days before Warren came back. The normal function of the shipping department is that we have a man sorting, another guy checks, another guy makes laminated maps, some pack, and some ship. Now if we have two guys and one is sorting, and one is checking, obviously we are not doing no shipping, because the two of us have to turn around at some later stage and pack that very stuff and ship it.

Q. What was it that you were shipping, what kind of materials? A. Normal maps, paperwork, globes, normal shipping things that were shipped at American Map.

Q. Well, correct me if I'm wrong, but my understanding is that by the afternoon of May 31st
760 there were four people working in the shipping department; is that not correct -- two days after you started? A. Yes.

Q. So there were now four people doing the work, right? A. Yes.

Q. As of May 31st, was there a large amount of work or a little amount of work? Was there a big backlog or no backlog, what was the situation in the shipping department?

JUDGE CORBLEY: As of which date?

Q. As of May 31st. A. I found enough work to keep us busy, you know.

Q. Do you recall working on what is called the BCAs?

MR. WEIL: Objection, it is not within the scope of the examination.

JUDGE CORBLEY: Overruled.

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Q. Were you working on the BCAs as of May 31st? A. Yes, sir.

Q. Did this take up a substantial amount of your time, getting these magazines out? A. No, these are one of the easiest things to ship.

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761 Q. Well, let's say you started work on the 29th; how many days after the 29th was your department shipping these booklets? A. Maybe about two or three days after.

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765 Q. Then you went up to and spoke to Mr. Andrews? A. Yes, sir.

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Q. Would you tell me as best you can remember, what you said to him and what he said to you?

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A. He first read through my application, and when he was finished he told me -- I had applied for the job of shipping supervisor, and he asked me with respect to my experience in the field of shipping,
766 the companies I had worked for previously, and after that he told me that he was still interviewing candidates for the job, and he will get in touch with me.

Q. Was that the entire conversation as best you recall it? A. Yes.

Q. Did he outline what your job would be? A. No, sir.

Q. Did he tell you anything about the UPS book? A. No, sir.

Q. Did he tell you anything about the parcel post book? A. No, sir. I told him that I was experienced in those fields.

Q. What did you tell him? A. That I had experience in handling trucks, UPS, parcel post books, a little in sorting and packing.

Q. Incidentally, on the way up there that day, did you notice that there was picketing outside?
A. Yes, I noticed some men picketing.

Q. Was there any conversation about the picketing when you spoke to Mr. Andrews?

* * * * *

A. None whatsoever, sir.

767 Q. You didn't mention it to him and he didn't mention it to you? A. On the contrary, I didn't even realize that those were men from American Map on strike.

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Q. Incidentally, when you mention the backlog, did there come a time when you worked off that backlog? A. I don't think that we have fully
768 caught up, we were never caught up with the work.

Q. Did that backlog include regular orders for maps and other materials other than the BCA?
A. Yes, sir.

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CROSS-EXAMINATION

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769 Q. When you came into work on the 29th of May, who else was working there at time in the shipping department? A. A guy by the name of Richard.

770 Q. Richard Reich? A. Yes, sir.

Q. He just started, too, at that time? A. The same day, yes, he started with me.

Q. You two were the only two in that department? A. Yes, sir.

Q. And you find quite a backlog of work in the department? A. Yes, sir, a backlog.

Q. As a matter of fact, you still haven't caught up, you told me? A. No, we haven't caught up.

Q. Then two days later, two other people came in? A. Just Clyde Warren and Williams came in.

Q. So on the 31st, that is, two days after you got there, there were four of you working in that department? A. Yes.

Q. There was still a lot of work; is that right, a backlog as you testified? A. There was a backlog, yes.

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771 Q. When you were interviewed by Mr. Andrews, didn't he tell you, "We have a strike going on right now"? A. No, he didn't mention that.

Q. He didn't mention a word about about a strike? A. Not a word.

Q. He didn't mention a thing about a union? A. No, nothing about unions.

Q. Did he ask if you had any union affiliation? A. No, sir.

Q. Incidentally, have you ever been a member of any union? A. No, sir.

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773 Q. Have you filed any complaint with respect to the work of Ambrose?

* * * * *

A. Yes, sir.

Q. With whom?

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774 A. I spoke to Mr. Scali about his work.

Q. When? A. About two or three days when he came back, and constantly during the time that we have been handling parcel post.

Q. Since August to the present time you have constantly been complaining about him? A. Yes, about his work.

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Q. Where did you do this, in Mr. Scali's office? A. At various parts of the plant, sometimes Mr. Scali would come back and complain about the stuff piling up in the shipping department, and I would be able to show him where the men have been up-to-date in sorting, where they have been up-to-date in packing, but as a result of this stuff not being written up and taken to the Post Office, that is why they found so much stuff left back, and that was strictly Ambrose.

Q. It was strictly his field to do the writing up and take them to the Post Office? A. Yes, sir.

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775 Q. Are you all caught up with the backlog now, or do you still have a backlog? A. We might be about two or three days behind.

Q. In the course of these conversations that you had with the comptroller of the company, did you tell him that in view of this situation that you were complaining about, you needed more help?

JUDGE CORBLEY: Would you identify the comptroller, please?

MR. REICH: Mr. Scali I am talking about.

A. No, sir.

Q. You did complain to Mr. Scali? A. Yes, sir.

Q. You told him that the work is piling up or falling behind? A. Yes, sir.

Q. Did you say that Ambrose doesn't seem to be able to keep up? A. Yes, sir.

776 Q. Did you say to him, "We have got to get someone else to do this or help him out"? A. No, we found other ways of handling the situation.

Q. But you still have the backlog? A. We have about a two- to three-day backlog of work, yes.

Q. Is that normal? A. In a shipping department, we consider it normal.

Q. So you have no problem today? A. I have no problem.

Q. And there is no problem there with Mr. Ambrose as of today, either, is there?

MR. WEIL: Objection.

JUDGE CORBLEY: Overruled.

A. Actually, if Mr. Ambrose was performing his function there as a normal person, I don't think we would have any backlog of work.

Q. But you say two or three days is a normal backlog? A. I don't consider it a big problem, but it would be much better if you could always have your work up-to-date.

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778 REDIRECT EXAMINATION

Q. (By Mr. Weil) What do you mean by backlog, exactly? A. If we have orders that come in on the
779 12th, let's say the 12th, and they are brought into the shipping department, and let's say today is the 14th, I consider that a backlog.

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Q. When you went to work on the 29th, were you and Richie, even though there were only two of you, able to handle the work? A. Yes, sir, we handled
780 it to a very good extent.

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Q. I call your attention to the period after May 30th, at which time you had four people working there. A. Yes, sir.

Q. At that time, was there present in the shipping department, work that Nicholas Ambrose could have performed?

MR. REICH: That is objected to as calling for a conclusion.

781 JUDGE CORBLEY: Overruled.

A. Yes, sir.

Q. (By Mr. Weil) What was that work?

A. Writing up the UP, stamping, and that's all.

Q. But was not at that time somebody handling that work?

MR. REICH: Objected to as argumentative.

JUDGE CORBLEY: Overruled.

Q. Was not at that time somebody handling the work that Nicholas Ambrose did? A. We did it among ourselves.

Q. At that time you stated that you were successfully able to get the work out of the shipping department? A. Yes, sir.

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RECROSS-EXAMINATION

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REDIRECT EXAMINATION

782 Q. (By Mr. Weil) If Mr. Ambrose had been doing his work, he would not have helped the shipping department in an appreciable manner to get the work out at that time?

MR. REICH: Objected to.

JUDGE CORBLEY: Overruled.

A. Obviously if he had been there, he would have been able to give a little help, but I don't think his help would have amounted to an appreciable amount of help.

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RECROSS-EXAMINATION

Q. (By Mr. Reich) What do you mean by "appreciable"? A. Because, from my experience --

Q. Answer my question, what do you mean by "appreciable"? A. The volume of work that you would get from a normal human being.

Q. Mr. Ambrose is not a normal human being? A. His movements did not indicate that.

Q. You don't like Mr. Ambrose? A. I have no dislike for him.

Q. You don't regard him as a normal human being?

783 MR. WEIL: Objection.

JUDGE CORBLEY: That is overruled, you may respond.

Q. (By Mr. Reich) Do you regard Mr. Ambrose as a normal human being? A. No, I think he is a little retarded, I think so.

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784 RECROSS-EXAMINATION

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785 LEROY BROWN

was called as a witness by and on behalf of the Respondent and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Weil) Will you give us your full name? A. Leroy Brown.

Q. You are employed by American Map? A. Yes, sir.

Q. What is your position with American Map? A. I'm the supervisor in the mounting department.

Q. How long have you been employed by American Map? A. Twenty-eight years.

Q. Do you recall the approximate time that American Map received a demand letter from the union involved in this case? A. I think it was around the 1st of May, somewhere around there, the 2nd or 3rd, something like that.

Q. It was in the beginning of May? A. The beginning of May.

JUDGE CORBLEY: Would you mind stating the year, please, Mr. Brown?

THE WITNESS: The year was 1974.

JUDGE CORBLEY: Thank you; continue.

Q. (By Mr. Weil) I call your attention to May 3rd, during that day, to the best of your recollection, did you have any conversation with the
786 employees in the mounting department concerning the union? A. Yes, sir, I did.

Q. Could you tell the court in your own words just what happened that day? A. Well, it was right after lunch; I went into the office to get more work for my men to do, and when I returned the men in my department were standing down near -- they had like a meeting in what we would call the wing fixture section; everybody was gathered around this table. So I didn't know what was happening, I knew they should have been working at that time, so I walked over and I asked what was wrong. So Tommy Smith told me that they wanted the men to bring the union into the company, and that they wanted the mounting department and the shipping department. He says, "We don't necessarily need the whole company." And he said that he had a relative that was working somewhere in Brooklyn where they organized half of the company into a union; they didn't need the whole company, and they said they wanted to do that with this company. So I told him --

At first I thought he was kidding, you know, and I saw that everybody was serious about it, so I told him, I said, "Well, you can do, everyone can do what you like, but I want to tell you know just where I stand." I said, "I don't believe in unions,

I don't like unions, I am strictly a company man."
787 Those are the words that I told him there.

Q. Did you say anything else to him? A. I told each man to do what he saw fit, everyone can go on, but I was letting them know where I stood, I am strictly a company man, and that was all to the meeting.

Q. I now direct your attention to the evening of May 15th after work, and ask you at that time if you had a conversation about the union or about anything else with one Stephanie Sims. A. No, sir, I didn't.

Q. In prior testimony, Miss Sims stated that at that evening you walked her to the subway stop, and as you walked her to the subway station, as you often did, while you were walking you had a discussion about the union and about people who were about to be laid off or discharged or terminated; does that refresh your recollection? A. That is not true.

Q. Is it your custom to walk Miss Sims to the subway stop? A. No, it is not my custom to walk anyone, because I drive to work every day.

Q. You drive to work every day? A. Yes, sir.

Q. Have you ever walked Miss Sims to the subway stop at any time? A. At no time.

788 Q. Where do you park when you drive in, Mr. Brown? A. I park in Lincoln Center, right across the street from our building.

Q. I now direct your attention to May 16th, the day following, and ask you if you recall a

conversation which you had with the men in the mounting department concerning union meetings on company time? A. Yes, I do.

Q. Can you tell the court in your own words, what happened on that day? A. Well, the men were gathering at different times during the day, they were discussing union business at the time they should have been working, so Mr. Scali called Mike, who was in charge of the shipping department, and myself --

Q. Would that be Mike Glevina? A. I get them mixed up. It's the little one.

Q. That is Mike Glevina. A. Mike Glevina, and we were called in his office, and he told us the men were discussing union business during working hours, and that Mr. Andrews didn't want it to happen; that they could discuss union business at their lunch hour, before work, and after work, but he didn't want them discussing union business during working hours.

When I told them that, Tommy Smith told me that Mr. Andrews could not stop anyone from discussing union business as long as they are doing their work.
789 But I said, "Tommy, you are not doing your work, you are standing here discussing union business." And so I told him, "Well, I have delivered the message," and I told the men, "You can listen to me or you can listen to Tommy Smith." And that was what was said.

Q. Was there any other conversation at that time about the union? A. No; I just told them, I gave them the orders and I said, "You can listen to me or you can listen to Tommy Smith."

Q. Did you mention anything about, at that time, a prior union organizing drive? A. No, I never discussed that.

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CROSS-EXAMINATION

Q. (By Mr. Green) Mr. Brown, you say you had a conversation with the employees in the mounting department around May 31st, 1974; is that correct? A. Right.

Q. Do you recall the people who were present during this particular conversation? A. Yes, sir.

Q. Who were they? A. There was Toney, Roberto, Tommy Smith, a feliow named Jose -- I don't remember his last name, and big Mike was over there.

790 Q. When you say "Big Mike," you mean Mike Scibelli? A. That is his name? I get the two mixed up.

JUDGE CORBLEY: That is the only way you recognize them?

THE WITNESS: I refer to them as Big Mike and Little Mike, because I get their names mixed up.

Q. (By Mr. Green) If I told you Scibelli was Big Mike, would that help you? A. No, that would not help; I know that Big Mike was there.

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Q. After having that conversation with the employees, did you speak to Mr. Scali about it? A. No, I didn't.

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794 Q. What time did you normally leave work? A. What time? Anywhere from five to ten minutes after 5:00.

Q. That is the time that the other employees leave work generally? A. No, because I have to be the last one out, I have to make sure my lights are out in the mounting department; I can never leave until everyone is out.

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797 CROSS-EXAMINATION

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803 REDIRECT EXAMINATION

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I call your attention to the May 15th date, and ask you if you remember that date. A. Yes.

Q. Is there any particular reason why you would remember that date? A. Yes, there is.

804 Q. What is that? A. It was my birthday.

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RECROSS-EXAMINATION

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806 ROBERTO MARTINEZ

was called as a witness by and on behalf of the Respondent and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Weil) Give your name to the reporter. A. Roberto Martinez.

Q. Are you employed by American Map? A. Yes, sir.

Q. How long have you been working there? A. I would say about five years.

Q. Where do you work there? A. The mounting department.

Q. Who is the foreman of the mounting department? A. Leroy Brown.

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807 Q. Did Mr. Brown ever mention at that time about people losing their job if they joined the union? A. No, he did not.

Q. Do you remember another time later on in May when Mr. Brown spoke to you about talking about the union on company time? A. Yes, sir.

Q. Can you tell us, in your own words, what happened then? A. Well, Mr. Brown said that Junior told him to tell us in the mounting department --

808 Q. Who is Junior? A. Mr. Andrews. He told him to tell us that during the hours of work don't talk about the union.

Q. Do you remember anything else that happened? Do you remember a conversation or an argument between Mr. Brown and Tommy Smith? A. Yes, sir.

Q. What did they say to each other? A. Tommy Smith said that Mr. Andrews can't stop us as long as we are doing the work. What I mean is we can talk about the union as long as we do the work.

JUDGE CORBLEY: That is what Tommy Smith said?

THE WITNESS: Yes.

Q. (By Mr. Weil) What did Mr. Brown say, Leroy, Senior? A. Well, he said that we -- could follow him or Tommy Smith.

Q. Do you remember that specifically? A. Yes.

Q. Was there anything else said at that time about the union? A. I don't remember.

Q. At that time did he say anything about your losing your job if you joined the union or got associated with the union? A. No, sir.

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809 CROSS-EXAMINATION

Q. (By Mr. Green) Mr. Martinez, in either of these two conversations, did Mr. Leroy Brown talk about an election that was held at the company years before? A. No.

Q. No, or you don't remember? A. I don't remember.

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813 Q. I ask you again, Mr. Martinez, do you recall whether or not Mr. Brown said anything about another election in the past which happened to the company? A. Well, I remember that he told us that somebody was trying to get a union before. I don't remember anything else.

Q. Do you remember the word "election" being said? A. I don't remember.

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820 CROSS-EXAMINATION

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827 REDIRECT EXAMINATION

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834 RECROSS-EXAMINATION

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837 Q. Your native language is Spanish, right?
A. That is my language.
Q. You learned English while you were in the United States? A. Yes.
Q. When you were little you spoke Spanish, not English? A. Almost eighteen years I spoke Spanish.
Q. When did you first learn to speak English?
A. When I came to the United States.
Q. How long ago was that? A. You mean how long I been here?
Q. Yes, right, in the United States. A. Six years.

838 Q. Would you say that you understand English better than you could speak English?
MR. WEIL: Objection to that, he is calling for a conclusion that I think this witness really can't make. I think that is for you to make the decision, Your Honor.
JUDGE CORBLEY: That is overruled.
A. I would say yes, I can understand more than --
Q. (By Mr. Green) Than you can speak? A. Yes.
MR. GREEN: I have no further questions.
JUDGE CORBLEY: Mr. Reich?

RECROSS-EXAMINATION

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840 REDIRECT EXAMINATION

Q. (By Mr. Weil) Do you know Jose Vargas?
A. Yes, sir.

Q. Does he speak English? A. I wouldn't say so, he don't, just one word, or two, but he doesn't speak English.

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842 Would you please proceed, Mr. Weil.

MR. WEIL: There is a little matter that I had forgotten. At General Counsel's request, and pursuant to our agreement, we left with him the invoice books for April 1974, June 1974, and also May of 1974, but that he had checked into previously; and I would like to know if General Counsel would enter into a stipulation or a statement concerning tis review of these books?

MR. GREEN: Let me just put it this way, I have no objection in response to Exhibit 5, having had the opportunity to review these records.

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TONEY JOSEPH

843 was called as a witness by and on behalf of the Respondent and, having been duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Weil) State your name. A. Toney Joseph.

Q. You are employed by American Map? A. Yes.

Q. Do you work in the mounting department?

A. Yes.

Q. How long were you employed by American Map?

A. Approximately one year and six months.

Q. Do you recall a time in May when Mr. Leroy Brown addressed the mounting department concerning discussing the union on company time? A. Yes.

Q. What was said there? A. Well, he told us that Mr. Scali told him that we are discussing the union work during the working hours, and they don't want any of that to happen. We could discuss it before 9:00, during our lunch, or after 5:00.

Q. Did anything else happen at that meeting? A. Not that I recall.

Q. Was there any conversation between Mr. Brown and Mr. Smith, Tommy Smith? A. Oh, yes.

844 Tommy Smith told us we could talk about the union as long as we were doing our work, and Leroy told us that we could either listen to him or listen to Tommy, which one we preferred.

Q. Was there any mention at that time of a previous union election? A. Not that I can recall, no, I don't think so. I can't recall that.

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845 CROSS-EXAMINATION

Q. (By Mr. Green) Do you recall the time of day that this occurred? A. No.

Q. Do you recall the people who were present? A. Yes. You want me to --

Q. Yes. A. There was Tommy Smith, Randy, Roberto, and myself.

Q. Do you recall anybody else, if there was anybody else? A. No.

Q. Did you picket? A. Yes.

Q. Incidentally, Mr. Vargas, do you know if he understands any English? A. Yes, some things he could understand, yes.

Q. Have you ever talked to him in English?

846 A. Yes.

Q. Did he understand what you said, when you talked to him on occasion? A. Yes; but some things I say to him, he don't understand it.

Q. Did Mr. Vargas picket? A. Yes.

Q. Did he carry a sign? A. Yes.

Q. Other than what you have testified to, do you remember anything else that Mr. Brown told the employees on that occasion? A. No.

Q. No, you don't remember? A. No.

Q. Was that the only time that he spoke to the employees about the union, or was there another time? A. That was the only time I remember.

Q. Do you ever recall him talking to employees and saying, "I don't like the union, I am a company man"? A. Oh, yes.

Q. You remember that? A. Yes.

Q. Do you remember when that was? A. No.

847 Q. Well, was it before or after the conversation you told us about? A. I think it was before. I don't really remember, but I think it was before.

Q. Did you ever find out that there was an election at the company at some earlier time?

A. No.

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JUDGE CORBLEY: Are you back at work now?

THE WITNESS: Yes.

JUDGE CORBLEY: How long have you been working this time; if you recall?

THE WITNESS: I think I stayed out one month.

Q. (By Mr. Green) How did you happen to go back to work? A. They called me back.

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849 MR. WEIL: Objection, it is outside the scope of the direct examination.

JUDGE CORBLEY: That is sustained.

Q. (By Mr. Green) Apart from Mr. Brown talking to you about the union, did any other company people talk to you about the union in April or May of 1974? A. No.

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852 CROSS-EXAMINATION

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857 Q. Going back to the conversation that you testified to in May, when Mr. Brown spoke about not discussing unions during working hours, did I understand you to say that Leroy Brown said Mr. Scali told him to tell you people not to talk about unions during working hours? A. Yes.

Q. Did Leroy Brown tell you anything else that Mr. Scali said? A. No.

Q. Did he tell you anything else about Mr. Scali's remarks about the union or unionization? A. No.

Q. Before today, did you ever hear that the National Labor Relations Board had had an election in the American Map Company? A. No.

858 Q. You never knew that before today? A. No.

Q. You never heard it? A. No.

Q. Before you testified here today, you discussed your testimony with someone, didn't you? A. Today?

Q. Before today you talked to somebody about coming here and testifying? A. Yes.

Q. Was that Mr. Weil? A. Yes.

Q. In the course of speaking to Mr. Weil, was there any talk about the last election?

MR. WEIL: Objection, that is a lawyer-client privilege.

MR. REICH: Is that your client, sir?

MR. WEIL: I made an objection.

JUDGE CORBLEY: Then I will ask you to respond to counsel's question.

MR. WEIL: No, but it was in connection with work done for a client, it is part of the lawyer-client privilege; I don't think he can ask what legal advice I gave.

JUDGE CORBLEY: I am going to overrule that objection.

Q. (By Mr. Reich) When you were speaking to Mr. Weil, you were talking, I assume, and please
859 correct me if I'm wrong, about what you were going to testify about; is that right? A. No.

Q. He didn't tell you what he was going to ask you? A. No. He asked me some questions, he didn't tell me he was going to ask me them down here.

Q. But he asked you some questions? A. Yes.

Q. Did he ask you any questions with respect to Leroy Brown having talked about another election? A. No.

Q. He didn't ask that at all? A. Yes, he asked me that.

Q. What did he say about that? A. What who said?

Q. Mr. Weil. What did he ask you? A. He asked me if I heard Leroy talking about some other union that was trying to get in; I told him, "No."

Q. Was that the first time you heard about some other union, when you were talking to Mr. Weil? A. Yes.

Q. Do you remember Mr. Brown mentioning some other union before the strike? A. No.

860 Q. Never? A. No.

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865 REDIRECT EXAMINATION

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JUDGE CORBLEY: How many cards did you sign?

THE WITNESS: One card.

* * * * *

866 Q. (By Mr. Weil) Mr. Joseph, originally there was a union involved which was Local 585, Retail Local Sales Department Store Union; if you remember, was that the union that you signed a card for? A. Yes, I think so.

Q. Later on, about May 7th, the workers, some of the workers signed a card for Local 923, Culinary

Workers Union; did you sign that one, the Culinary Workers Union? A. No.

Q. Were you present at a union meeting where everybody signed cards on May 7th? A. I was present at one meeting, and that was a meeting before we went on the strike.

Q. Where did that meeting take place? A. At the union office.

Q. When you were on strike, did you receive a paycheck? A. Yes.

Q. Do you remember who gave you that paycheck? A. It was the dude from the union. I don't know his name, but he went up and got the checks and brought them down to us.

867 Q. The white guy? A. Yes.

Q. Mr. Grund, an older man? A. Yes.

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RECROSS-EXAMINATION

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871 JUDGE CORBLEY: Do you have the original of General Counsel's 41, which appears to be a photostat?

MR. GREEN: No, we don't have an original.

MR. WEIL: Then I object to the admission under the best evidence rule.

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872 JUDGE CORBLEY: Representation was made that this was not introduced for the purposes of the validity of the card; is that correct?

MR. GREEN: That is true.

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873 MR. WEIL: Local 923, whichever one that is.

JUDGE CORBLEY: That is 41.

Q. (By Mr. Weil) Referring to Exhibit 41, do you remember where you signed this thing? A. No.

Q. Do you remember what you did with the card? A. Yes, I signed the card at my job at American Map and gave it to Mike, the short Mike.

Q. Mike Glevina? A. Yes.

Q. Was he the one who gave you the card? A. Right, he gave the card to me.

Q. Do you know of any other people he gave this card to, Mike Glevina? A. No. I know he gave me
874 the card.

* * * * *

MR. WEIL: I don't object to them being used for the purpose of what he said.

JUDGE CORBLEY: Without objection, General Counsel's Exhibits 39, 40, and 41 are received in evidence.

* * * * *

877 Q. Incidentally, when you spoke to Mr. Weil, where did you speak to him? A. It's where I am working.

Q. Was anybody else present? A. No.

* * * * *

879 Q. Wait, excuse me for a second. The card that is Exhibit 41, did you look at it before you signed it? A. No, I didn't look at it; I just signed it.

Q. You didn't see what was on it? A. I didn't even read it.

880 Q. You didn't read it? You didn't see those words on the top? A. No.

Q. You didn't see that there was a "C" over there? A. I didn't look.

Q. When you wrote your name, did you close your eyes and sign your name? A. No, but I didn't read it.

Q. Can you tell me any possible way you could sign this without looking at something on this piece of paper? A. I looked at it, but I told you I didn't read it, that is what I am telling you.

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881 RECROSS EXAMINATION

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882 Q. I show you General Counsel's Exhibit 39, that is this card, and ask you if you remember where you signed this (handing)? A. At work.

Q. Who gave this to you? A. Mike.

* * * * *

883 Q. Mike gave it to you? A. Yes.

Q. Little Mike? A. Yes.

* * * * *

884 Q. Now if you testified a few minutes ago that Make gave you this one, 41, were you mistaken in that testimony? A. Say that again?

Q. If you testified before that Mike Glevina gave you this card to sign, was that a mistake (indicating)? A. If I testified before that he gave me this card?

Q. Yes. A. Yes.

Q. That was a mistake if you said that?
A. Because I don't remember. So if I said that he gave me it, I could have been mistaken, I told you I don't remember.

* * * * *

886 Q. You put this all on this card, and you never looked at the writing on the card while you were doing that; is that your testimony? A. Yes.

Q. You never saw the words, "Culinary Workers Union of New York"? A. Never.

Q. You never saw the words, "check-off authorization"? A. No.

Q. You never saw that? A. No; as I told you, I didn't read it. I could see something, and I didn't read it.

* * * * *

889 REDIRECT EXAMINATION

Q. (By Mr. Weil) Do you know what check-off authorization means, Toney?

MR. REICH: Objected to.

JUDGE CORBLEY: Overruled.

A. No.

MR. WEIL: No further questions.

JUDGE CORBLEY: Mr. Green?

RECROSS-EXAMINATION

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891 JOSEPH SCALI

was recalled as a witness by and on behalf of the Respondent and, having been previously sworn, was examined and testified as follows:

JUDGE CORBLEY: Let the record reflect that this is indeed the same Mr. Scali who testified previously, and it is my duty to remind you you are still under oath.

MR. WEIL: And also, I do not waive my right to my surrebutter that may be necessary?

JUDGE CORBLEY: No, that question has not yet arisen.

SURREBUTTER

Q. (By Mr. Weil) I call your attention to the last payday in the end of May, and ask if you observed a Mr. Grund come to the company premises.
A. Yes, I did.

Q. Do you remember the date? A. May 30th.

JUDGE CORBLEY: That is, of 1974?

THE WITNESS: 1974.

Q. (By Mr. Weil) Could you tell the court what you observed? A. Mr. Grund came up, I would say somewhere around 1:30, and he came up to request the checks for the people in the shipping and mounting department for the entire week. He asked Mr. Andrews for the checks, Mr. Andrews came into my office and
892 said that I could give Mr. Grund the payroll checks for the men in the shipping and mounting department.

* * * * *

Q. (By Mr. Weil) Did you see Mr. Grund come up to the company premises? A. Yes, he was up there.

Q. Was he by himself? A. He was alone.

Q. Do you know where he went? A. He was talking to Mr. Andrews.

Q. You could see him talking to Mr. Andrews? A. I saw them talking when I went over to bring the payroll checks for the men, at that time they stopped talking.

893 Q. Did Mr. Andrews say anything to you concerning that conversation? A. Yes.

Q. What did he tell you?

MR. REICH: Objected to.

JUDGE CORBLEY: Overrruled.

MR. REICH: This is hearsay.

MR. WEIL: I am not asking what Mr. Grund said to Mr. Andrews, I am asking him what instructions he got from Mr. Andrews.

* * * * *

JUDGE CORBLEY: Just tell us what Mr. Andrews told you.

894 A. He said that I could give the checks to Mr. Grund for the employees.

Q. What checks? A. The payroll checks for the previous week.

Q. This was after a conversation between Mr. Grund and Mr. Andrews? A. I don't know if it was, because I was in my office when Mr. Andrews came in; I had to get the checks and I brought them out to the display area where the two of them were talking, Mr. Andrews and Mr. Grund. What conversation took place then or prior, I couldn't say.

Q. But it was after Mr. Grund came up to the company premises? A. Yes.

Q. What did you do with these paychecks?
A. I handed them to Mr. Grund.
Q. Was Mr. Grund by himself? A. He was with Mr. Andrews.
Q. As far as the workers were concerned.
A. He was alone.
Q. What did you do, then? A. I gave them the checks and I walked back to my office.
Q. Did you notice a group of people there waiting for their checks at all? A. No, I don't recall seeing anybody there.
895 Q. But you do recall seeing Mr. Andrews and Mr. Grund standing together in a certain area of the company by themselves? A. Yes.
Q. Did you see that there was conversation?
A. Yes.

* * * * *

898 REBUTTAL

* * * * *

901 Q. (By Mr. Reich) Was this increase actually implemented? A. Yes.

* * * * *

908 Q. Was there more than one occasion when Mr. Martinez got his paycheck? A. There were two occasions when money was given out.
909 Q. What were those two occasions? A. The first occasion was May 30th when I gave the checks to Mr. Grund; the second occasion was -- I'm not sure of the date, it could have been sometime in June, maybe the end of June. I believe Mr. Waites came up with all the men to pick up vacation checks.

Q. That was after the strike; isn't that true? A. It was after the strike.

Q. During the time of the strike there was only this one occasion? A. When somebody came up for pay?

Q. Yes. A. Just the 30th of May.

* * * * *

910 TOMMY SMITH

was called as a witness by and on behalf of the General Counsel and, having been previously duly sworn, was examined and testified as follows:

JUDGE CORBLEY: Let the record reflect that this is the same Mr. Tommy Smith who testified earlier in this proceeding, and it is my duty to remind you, Mr. Smith, that you are still under oath.

REBUTTAL

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913 SURREBUTTER

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PAUL WAITES

914 called as a witness by and on behalf of the General Counsel and, having been previously duly sworn, was examined and testified as follows:

JUDGE CORBLEY: Let the record reflect that this is the same Mr. Waites who has testified earlier in this proceeding; it is my duty, Mr. Waites, to remind you that you are still under oath as in the beginning of the hearing.

Please proceed.

REBUTTAL

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917 The pending question is: do you recall what was said by people at the meeting that preceded the strike.

THE WITNESS: Well, the meeting was called and Mr. Grund stated the purpose of the meeting.

Q. (By Mr. Green) which was? A. That about
918 two members were fired already. And he was telling them the reasons, and that it was up to them, that he wouldn't want to tell them what to do, but they should do what is best; and the members who were at the meeting felt that it was best to strike the Company, because they felt they were told by Leroy Brown --

MR. WEIL: Your Honor, this is hearsay, all over the place.

JUDGE CORBLEY: I will accept the testimony for the words spoken in the witness' presence.

You may continue.

MR. WEIL: But he is not being responsive to the information that counsel tried to elicit in his offer of proof.

MR. GREEN: Well, I think he is.

MR. WEIL: I think he isn't.

JUDGE CORBLEY: The objection is overruled. You may proceed.

THE WITNESS: (Continuing) They said that Leroy Brown told them before, that the Union was there and tried to organize, and after the Union didn't get in, that everyone was fired, and along these lines they felt that the same thing was happening again after the two men were fired. Then

Mr. Skler, the president of 923, told them what the Union would try to do with them, which the Union would try to get better benefits for them than they were receiving then.

919 Q. (By Mr. Green) At some point in time there was a vote of some sort? A. A strike vote was then taken, which was a yellow piece of paper, a yellow sheet of paper, and it was unanimous.

MR. GREEN: I have no further questions.

JUDGE CORBLEY: Mr. Reich?

REBUTTAL

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920 Q. (By Mr. Reich) During the course of these explanations, did Mr. Grund ever tell you of any discussion that he had with Mr. Andrews, with respect to the terms of any contract?

MR. WEILL: Now I object on the grounds of classic hearsay.

JUDGE CORBLEY: It is overruled.

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SURREBUTTER

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921 Q. Are you familiar as a Union employee, with the tactics of an organizer? A. Yes.

* * * * *

Q. (By Mr. Weil) Are you aware, or is there any practice that you know of, of your organizers, 922 when they are attempting to organize a company, telling an official that if they represent the Union immediately they will get a better deal than if they make them go through an election? A. No.

Q. They never do? A. I'm not aware of it.

922 Q. You never heard of any such procedure?

A. Not from Local 923.

Q. In other words, the Company has nothing to lose; is that correct, when you organize them?

MR. REICH: Objected to.

JUDGE CORBLEY: I am not going to hear the objection unless the question is finished.

Q. (By Mr. Weil) In other words, if you organize a company or attempt to organize a company, and the official comes up to you and says let's sit down and talk, what do you do then?

MR. REICH: Objected to.

JUDGE CORBLEY: That is overruled.

A. What would we do if the company decided to sit down and talk?

Q. Yes. A. The president would negotiate a contract.

Q. Therefore, is it your testimony that when Local 923 organizes, attempts to organize a company, they will receive the same consideration, and no

923 different consideration, if they are forced to bargain after an election, and all of the proceedings that follow it --

MR. REICH: Objected to.

JUDGE CORBLEY: Overruled.

A. I didn't get the line of questioning.

* * * * *

924 MR. GREEN: I would just like to point out a couple of things. First of all, I will make a motion to conform the pleadings to prove in general terms.

929 JUDGE CORBLEY: Mr. Reich?

MR. REICH: No motion.

JUDGE CORBLEY: You don't object to the motion?

MR. REICH: No, sir.

JUDGE CORBLEY: Mr. Weil?

MR. WEIL: I object to the motion.

JUDGE CORBLEY: The motion is denied

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United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

No. 76-4050

AMERICAN MAP COMPANY, INC.,

Respondent.

CERTIFICATE OF SERVICE

I hereby certify that I have served by hand (by mail) 3 copies of the APPENDIX in the above-entitled case, on the following counsel of record, this 3 day of May 1976

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